

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Five Star Food Service, Inc		02/08/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Lasalle Bank National Association
<b>Street Address:</b>	135 South Lasalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 14**

Property Type	Number	Word Mark
Serial Number:	78355387	SOHO SUBS
Serial Number:	76237914	MODERATION
Serial Number:	76185421	MODERATION
Serial Number:	76185384	FIVE STAR FOOD SERVICE
Serial Number:	75562074	FIVE STAR EXPRESS
Serial Number:	78574189	GET YOUR EDGE
Serial Number:	78876488	EXPRESS COFFEE
Serial Number:	78977725	GET YOUR EDGE
Serial Number:	78876432	FIVE STAR EXPRESS COFFEE SERVICE
Serial Number:	78868753	ROCKIN WRAPS
Serial Number:	78732944	BIG AL'S WICKID RICE
Serial Number:	78574213	TIMBER'S EDGE COFFEE COMPANY
Serial Number:	78574197	TIMBER'S EDGE COFFEE COMPANY
Serial Number:	78574228	TASTY SPOON DESSERTS

**CH \$365.00 78355387**

CORRESPONDENCE DATA

Fax Number: (404)853-8806  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-853-8127  
Email: julie.murphy@sablaw.com  
Correspondent Name: Peter G. Pappas  
Address Line 1: 999 Peachtree Street NE  
Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	22740-0006
NAME OF SUBMITTER:	Peter G. Pappas
Signature:	/Peter G. Pappas/
Date:	08/08/2007

Total Attachments: 5  
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TRADEMARK SECURITY AGREEMENT  
(First Lien)

TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of February 8, 2007, by FIVE STAR FOOD SERVICE, INC., a Delaware corporation ("Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Bank").

WITNESSTH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of February 8, 2007, by and among Grantor, Five Star Service Group, Inc. and the Bank (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), the Bank agreed to make the Loans to Grantor; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Bank this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

(b) "Trademark License" means rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark.

(c) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Grantor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to the Bank a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

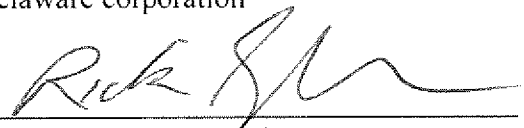
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FIVE STAR FOOD SERVICE, INC.,**  
a Delaware corporation

By:   
Name: Rick Simpson, PhD  
Title: Chief Financial Officer

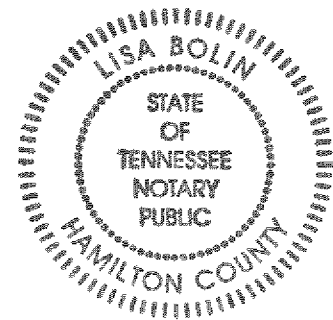
**ACKNOWLEDGMENT OF GRANTOR**

STATE OF Tenn)  
)  
COUNTY OF Hamilton) ss.

On this 7<sup>th</sup> day of February, 2007 before me personally appeared Rick Simpson, PhD, Chief Financial Officer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Five Star Food Service, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

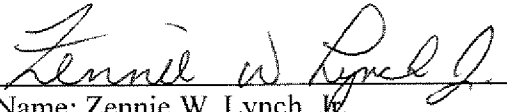
[NOTARIAL SEAL]



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

**LASALLE BANK NATIONAL ASSOCIATION**

By:   
Name: Zennie W. Lynch, Jr.  
Title: First Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Date</b>
SOHO SUBS	78355387	3184400	01/22/2004
MODERATION	76237914	2617423	09/10/2002
MODERATION	76185421	2584841	06/25/2002
FIVE STAR FOOD SERVICE	76185384	2768626	09/30/2003
FIVE STAR EXPRESS	75562074	2502432	10/30/2001
GET YOUR EDGE	78574189		02/24/2005
EXPRESS COFFEE	78876488		05/04/2006
GET YOUR EDGE	78977725	3197699	02/24/2005
FIVE STAR EXPRESS COFFEE SERVICE	78876432		05/04/2006
ROCKIN WRAPS	78868753		04/25/2006
BIG AL'S WICKID RICE	78732944	3150878	10/13/2005
TIMBER'S EDGE COFFEE COMPANY	78574213	3108170	02/24/2005
TIMBER'S EDGE COFFEE COMPANY	78574197		02/24/2005
TASTY SPOON DESSERTS	78574228		02/24/2005