

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Skyline Chili, Inc.		12/14/2007	CORPORATION: OHIO

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	National City Bank
<b>Street Address:</b>	1900 E Ninth Street
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	1221066	SKYLINE
Registration Number:	1293403	SKYLINE CHILI
Registration Number:	1362692	SKYLINE CHILI
Registration Number:	2161133	FOOTLONG EXPRESS
Registration Number:	2197258	SKYLINE CHILI EST.1949
Registration Number:	2197268	SKYLINE CHILI
Registration Number:	2365353	SKYLINE CHILI
Registration Number:	2460522	SKYLINE CHILI EST.1949
Registration Number:	2461768	IT'S SKYLINE TIME.
Registration Number:	2461787	FEELING GOOD AND HUNGRY? IT'S SKYLINE TIME.
Registration Number:	2959263	SKYLINE CHILI
Registration Number:	2969659	EXTREME WAY
Registration Number:	2987070	EXTREME CONEY
Registration Number:	2911840	FRESH SELECTS

**CH \$390.00 1221066**

Registration Number:

2939541

FOOTLONG EXPRESS

**CORRESPONDENCE DATA**

Fax Number: (202)533-9099

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (202) 467-8800

Email: [iplaw@vorys.com](mailto:iplaw@vorys.com)

Correspondent Name: Vorys, Sater, Seymour and Pease LLP

Address Line 1: P.O. Box 1008

Address Line 2: IPLAW@VORYS

Address Line 4: Columbus, OHIO 43216-1008

ATTORNEY DOCKET NUMBER:

SKYLINE SECURITY INTEREST

NAME OF SUBMITTER:

Joan C. Makley

Signature:

/Joan C. Makley/

Date:

01/23/2008

**Total Attachments: 8**

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FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of December 14, 2007 (the "Effective Date"), by and between SKYLINE CHILI, INC., an Ohio corporation ("Borrower"), and NATIONAL CITY BANK, a national banking association, successor by merger to The Provident Bank, an Ohio banking corporation, as Agent (together with any Successor agent, "Agent"), for the benefit of for the benefit of the Secured Creditors (as defined below), is as follows:

**Preliminary Statements**

A. Borrower, Agent and Lenders (as defined in the Credit Agreement defined below) were parties to a Credit Agreement, dated as of April 28, 1998, which was amended and restated by an Amended and Restated Credit Agreement, dated January 20, 2004, among Borrower, Agent and Lenders, and which was further amended and restated by a Second Amended and Restated Credit Agreement, dated as of October 28, 2005, among Borrower, Agent and Lenders (collectively, the "Existing Credit Agreement") (Agent and Lenders are sometimes collectively referred to herein as "Secured Creditors").

B. The obligations of Borrower under the Existing Credit Agreement are secured by, among other things, a Trademark Security Agreement, dated as of April 28, 1998, by Borrower for the benefit of Secured Creditors (the "Existing Trademark Security Agreement").

C. Skyline Chili, LLC, an Ohio limited liability company, Borrower, Agent and Lenders are entering into a Third Amended and Restated Credit Agreement of even date herewith (the "Amended Credit Agreement"), which amends and restates the Existing Credit Agreement in its entirety (the Existing Credit Agreement, as amended and restated by the Amended Credit Agreement, being called the "Credit Agreement"). Any capitalized term used, but not defined in this Amendment, will have the meaning given to it in the Credit Agreement.

D. In connection with entering into the Amended Credit Agreement, the parties hereto desire to enter into this Amendment to amend the Existing Trademark Security Agreement on the terms and conditions hereinafter set forth.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Borrower hereby agree as follows:

1. **Schedule I**. Schedule I to the Existing Trademark Security Agreement is hereby amended in its entirety by substituting Schedule I attached hereto in its place.

2. **References.** Each reference in the Existing Trademark Security Agreement to the "Credit Agreement" shall be deemed to be a reference to the Existing Credit Agreement, as amended and restated by the Amended Credit Agreement.

3. **Continuing Effect of Existing Trademark Security Agreement.** This Amendment constitutes an amendment of the Existing Trademark Security Agreement, and is in no way intended, nor may it be construed, to impair, extinguish or replace: (a) the assignment of the Trademark License Rights (as defined in the Existing Trademark Security Agreement) (or any part thereof) or (b) the creation, attachment, perfection or priority of the existing security interest in, and other Liens on, the Trademark Collateral and/or License (each as defined in the Existing Trademark Security Agreement) (or any part thereof) granted to, or held by, Secured Creditors under the Existing Trademark Security Agreement, which existing assignment, security interests and other Liens (i) Borrower acknowledges, confirms and reaffirms to Agent and (ii) continue in existence under the terms of the Existing Trademark Security Agreement, as amended by this Amendment, and secure all Obligations. Except as expressly amended hereby, the Existing Trademark Security Agreement remains in full force and effect in accordance with the terms thereof.

4. **One Agreement; References.** The Existing Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Existing Trademark Security Agreement will be deemed to be a reference to the Existing Trademark Security as amended by this Amendment. This Amendment, together with the Existing Trademark Security Agreement, sets forth the entire agreement of the parties with respect to the subject matter of this Amendment and supersedes all previous understandings, written or oral, in respect of this Amendment.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.


6. **Counterparts; Fax Signature.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart hereof signed by each of the parties hereto. Delivery of this Amendment by, or on behalf of, Borrower by fax transmission or by electronic mail in portable document format ("pdf") (a) may be relied on by Agent and Lenders as if the document were a manually signed original and (b) will be binding on Borrower for all purposes.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

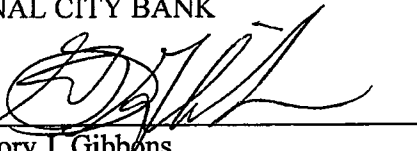
*[Signature Page Follows]*

IN WITNESS WHEREOF, Borrower and Agent have executed this Amendment by their duly authorized representatives as of the Effective Date.

SKYLINE CHILI, INC.

By:   
Kevin R. McDonnell, President and  
Chief Executive Officer

NATIONAL CITY BANK

By:   
Gregory J. Gibbons,  
Senior Vice President

672345.4

SIGNATURE PAGE TO  
FIRST AMENDMENT TO  
TRADEMARK SECURITY AGREEMENT  
(Skyline Chili, Inc.)

TRADEMARK  
REEL: 003702 FRAME: 0333

**Schedule I**

(Trademark Collateral)

A. Federal Trademark/Service Mark Registrations Owned by Skyline Chili, Inc.

1. "Skyline"  
Trademark  
Registration Number 1,221,066  
Registration Date: December 21, 1982

2. "Skyline Chili"  
Service Mark  
Registration Number 1,293,403  
Registration Date: September 4, 1984

3.   
Service Mark  
Registration Number 1,362,692  
Registration Date: September 24, 1985

4. "Footlong Express"  
Service Mark  
Registration Number 2,161,133 (Supplemental Register)  
Registration Date: May 26, 1998

5.   
Trademark  
Registration Number 2,197,258  
Registration Date: October 20, 1998

SKYLINE CHILI, INC.

6. "Skyline Chili"  
Trademark  
Registration Number 2,197,268  
Registration Date: October 20, 1998

7. "Skyline Chili"  
Trademark  
Registration Number 2,365,353  
Registration Date: July 4, 2000



Trademark  
Registration Number 2,460,522  
Registration Date: June 12, 2001

9. "It's Skyline Time."  
Service Mark  
Registration Number 2,461,768  
Registration Date: June 19, 2001

10. "Feeling Good and Hungry? It's Skyline Time."  
Service Mark  
Registration Number 2,461,787  
Registration Date: June 19, 2001

11. "Skyline Chili"  
Trademark and Service Mark  
Registration Number 2,959,263  
Registration Date June 7, 2005

12. "Extreme Way"  
Trademark  
Registration Number 2,969,659  
Registration Date: July 19, 2005

SKYLINE CHILI, INC.

**TRADEMARK**  
**REEL: 003702 FRAME: 0335**

13. "Extreme Coney"  
Trademark  
Registration Number 2,987,070  
Registration Date: August 23, 2005

14. "Fresh Selects"  
Trademark  
Registration Number 2,911,840  
Filing Date: December 14, 2004

15. "Footlong Express"  
Service Mark  
Registration Number 2,939,541  
Filing Date: April 12, 2005

B. License and User Agreements

1. License with Kroger Co.  
Purpose: Production of Oyster Crackers under Skyline's Name
2. Assignment of Copyright from Creative Consumer Concepts, dated July 25, 1997  
Design: Kids Menu Logo and Characters
3. License Agreement with iv, inc., dated June 17, 2005 (Licensed work "My Girl")
4. License Agreement with Devon Music, Inc. dated December 20, 2000 (Licensed work "Twilight Time")
5. Contract with Touchstone Merchandise Group, LLC - manufactures and supplies promotional items (t-shirts, hats, etc.) using Skyline's trademarks and service marks according to Skyline's specifications.
6. License Agreement with Skyline Chili, LLC, dated December 14, 2007, pursuant to which Skyline Chili, Inc. licenses certain intellectual property from Skyline Chili, LLC.
7. Franchise Agreements with Franchisees pursuant to which Skyline Chili, Inc. licenses certain of its intellectual property for use by Franchisees.
8. License Agreements with Institutional Food Operators:

SKYLINE CHILI, INC.



Licensed Location	Licensee
Anheuser-Busch 700 Schrock Road Columbus, OH 43229	ARAMARK Corporation Anheuser-Busch 700 Schrock Road Columbus, OH 43229
Bank One Brooksedge 800 Brooksedge Blvd. Columbus, OH 43081 Opened: March 19, 2004	ARAMARK 800 Brooksedge Blvd. Columbus, OH 43081
Battelle 505 King Avenue Columbus, OH 43201	ARAMARK Corporation Battelle Memorial Institute 505 King Avenue Columbus, OH 43201
Cardinal Health 7000 Cardinal Place Columbus, OH 43017 Opened: April 4, 2003	ARAMARK Corporation 7000 Cardinal Place Columbus, OH 43017
Cincinnati Zoo 3400 Vine Street Cincinnati, OH 45220	Sodexo America, LLC 90 South High Street, Suite C Dublin, OH 43017
Columbus College of Art & Design 107 N. 9th Street Columbus, OH 43215	ARAMARK Corporation 107 N. 9th Street Columbus, OH 43215
Columbus State 550 E. Spring Street Columbus, OH 43215	ARAMARK Corporation Columbus State Community College 550 E. Spring Street Columbus, OH 43215
Coney Island 6201 Kellogg Avenue Cincinnati, OH 45228	Coney Island, Inc. 6201 Kellogg Avenue Cincinnati, OH 45228
Delphi Chassis 2000 Forrer Blvd. Kettering, OH 45420 Opened: March 19, 2003	ARAMARK Corporation Gretchen Spiedel 2000 Forrer Blvd. Kettering, OH 45420
Earlham College 801 National Road West - Drawer 196 Richmond, IN 47374-4085 Opened: January 20, 2003	Sodexo America, LLC Earlham College 801 National Road West Richmond, IN 47374
GE Card 2000 Forrer Blvd. Kettering, OH 45420	ARAMARK Corporation 2000 Forrer Blvd. Kettering, OH 45420
Hanover College 517 Ball Drive Hanover, IN 47243 Opened: January, 2003	Sodexo America, LLC P.O. Box 108 Hanover, IN 47423-0108

SKYLINE CHILI, INC.

**TRADEMARK**  
**REEL: 003702 FRAME: 0337**

Licensed Location	Licensee
Malone College 515 25th Street NW Canton, OH 44709	SODEXHO 515 25th St. NW Canton, OH 44709
Sinclair College 444 West Third Street Dayton, OH 45402 Opened: January, 2003	ARAMARK Corporation Sinclair Community College 444 West Third Street Dayton, OH 45402
Toyota Motor Manf. 1001 Cherry Blossom Way Georgetown, KY 40324	ARAMARK Corporation-Toyota Mfg. GA/SFOS-K, C2000 1001 Cherry Blossom Way Georgetown, KY 40324-5700
Wright State University 3640 Colonel Glen Hwy. Dayton, OH 45435 Opened: January 4, 2004	Sodexo America, LLC Student Union, Room W106 3640 Colonel Glen Hwy. Dayton, OH 45435
Xavier University 3800 Victory Parkway Cincinnati, OH 45207	Sodexo America, LLC 90 South High Street, Suite C Dublin, OH 43017
Z.F. Batavia 1981 Front Wheel Drive Batavia, OH 45103 Opened: February 4, 2004	ARAMARK Corporation 1981 Front Wheel Drive Batavia, OH 45103

C. Agreements Affecting Collateral

1. Agreement dated 8/21/82 between Skyline and ARA Virginia Skyline Company limiting Skyline's use of "Skyline" mark in State of Virginia and contiguous counties of bordering states.

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12/04/2007

SKYLINE CHILI, INC.