

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
All Seasons Services, Inc.		10/15/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Next Generation Vending and Food Service, Inc.		
Street Address:	5 Campanelli Circle, Suite 200		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1475505	ALL SEASONS SERVICES	
Registration Number:	2787818	ALL SEASONS SERVICES, INC.	
CORRESPONDENCE DATA			
Fax Number:	(781)828-2267		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(781) 828-2345		
Email:	aweintraub@nextgenerationone.com		
Correspondent Name:	Next Generation Vending and Food Service		
Address Line 1:	5 Campanelli Circle, Suite 200		
Address Line 4:	Canton, MASSACHUSETTS 02021		
NAME OF SUBMITTER:	Allen Weintraub		
Signature:	/Allen Weintraub/		
Date:	08/20/2008		

OP \$65.00 1475505

Total Attachments: 4

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**TRADEMARK
 REEL: 003838 FRAME: 0342**

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GENERAL ASSIGNMENT AND BILL OF SALE

CapitalSource Finance LLC, a Delaware limited liability company ("Lender") under that certain Amended and Restated Revolving Credit Term Loan and Security Credit Agreement dated as of January 19, 2006 among Service America Group, Inc (f/k/a All Seasons Holdings, Inc.), a Delaware corporation ("Holdings"); All Seasons Services, Inc., a Delaware corporation ("All Seasons"); Great American Vending Incorporated, a Florida corporation ("Great American"); All Seasons Dining Services, Inc., a Delaware corporation ("Dining"); 24 Seven USA Franchising Limited, a Delaware corporation ("Delaware 24seven"); and 24 Seven USA Franchising Limited, a New Zealand corporation, as Borrowers, and Lender, as amended by Amendment No. 1 to Amended and Restated Revolving Credit Term Loan and Security Agreement dated as of September 30, 2006 and Amendment No. 2 to Amended and Restated Revolving Credit, Term Loan and Security Agreement dated as of December 29, 2006 (as so amended, and as the same may be further amended, supplemented, modified or stated from time to time, the "Credit Agreement"), acting in its capacity as a secured creditor conducting a private foreclosure sale pursuant to Section 9-610 of the UCC (as defined in the Asset Purchase Agreement referred to below), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby sell, convey, assign, transfer and deliver to Next Generation Vending and Food Service, Inc., a Delaware corporation ("Buyer"), pursuant to the applicable provisions of the UCC and the Asset Purchase Agreement referred to below, all of the rights of Holdings, All Seasons, Great American, Dining and Delaware 24seven (collectively the "Companies" and each individually a "Company"), in and to all of the "Acquired Assets" described in that certain Asset Purchase Agreement dated as of October 15, 2007 by and between Lender and Buyer (as the same may be amended from time to time, the "Asset Purchase Agreement"). Capitalized terms used but not defined in this General Assignment and Bill of Sale are used herein with the meanings given those terms in the Asset Purchase Agreement.

THE SOLE REPRESENTATIONS AND WARRANTIES MADE BY LENDER TO BUYER ARE SET FORTH IN SECTION 6 OF THE ASSET PURCHASE AGREEMENT. THE ACQUIRED ASSETS (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) ARE BEING SOLD TO BUYER HEREUNDER "AS-IS, WHERE-IS", WITHOUT RECOURSE TO LENDER, AND LENDER AND ITS OFFICERS, AFFILIATES, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HAVE NOT MADE AND SHALL NOT BE DEEMED TO HAVE MADE ANY GUARANTY, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE TITLE, POSSESSION, QUIET ENJOYMENT OR THE LIKE IN THIS DISPOSITION, OR TO VALUE, CONDITION, DESIGN, MERCHANTABILITY OR FITNESS FOR USE OR FOR A PARTICULAR PURPOSE OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY OF THE ACQUIRED ASSETS OR AS TO THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE AND WHETHER KNOWN OR UNKNOWN, OR AS TO ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY RELATING TO (I) THE ASSIGNABILITY OR TRANSFERABILITY OF ANY COMPANY'S RIGHTS UNDER LEASES, LICENSES AND CONTRACTS ENTERED INTO BY A COMPANY AND CONSTITUTING A PART OF THE ACQUIRED ASSETS, (II) THE EXISTENCE ON THE CLOSING DATE (AS

DEFINED IN THE ASSET PURCHASE AGREEMENT) OF ANY SPECIFIC ITEMS CONSTITUTING THE ACQUIRED ASSETS OR THE QUANTITY OR QUALITY THEREOF OR (II) THE VALUE OF ANY OF THE ACQUIRED ASSETS), ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND EXTINGUISHED, AND BUYER HEREBY WAIVES ALL WARRANTIES, GUARANTEES, RIGHTS AND REMEDIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY OBLIGATION OR LIABILITY OF LENDER WITH RESPECT TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OF TRADE, ANY IMPLIED WARRANTY OF FITNESS AND ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF LENDER, AND ANY RISKS WITH RESPECT THERETO ARE HEREBY ASSUMED BY BUYER.

ALL EXCLUDED ASSETS (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) ARE EXPRESSLY EXCLUDED FROM THE ACQUIRED ASSETS AND THIS GENERAL ASSIGNMENT AND BILL OF SALE.

UNLESS OTHERWISE SET FORTH HEREIN, THIS BILL OF SALE IS SPECIFICALLY SUBJECT TO THE TERMS AND CONDITIONS, COVENANTS AND REPRESENTATIONS AND WARRANTIES CONTAINED IN THE ASSET PURCHASE AGREEMENT.

Lender hereby acknowledges that, upon receipt of the Purchase Price, any and all liens and security interests held by the Lender with respect to the Acquired Assets shall be automatically released, and Lender hereby authorizes Buyer to file, in all applicable jurisdictions, Uniform Commercial Code financing statement amendments amending any Uniform Commercial Code financing statements on file against a Company in favor of Lender and which list any of the Acquired Assets as collateral in order to evidence the release of Lender's security interest in the Acquired Assets, provided Lender has consented (such consent not to be unreasonably withheld) to the form of such Uniform Commercial Code financing statement amendment.

After the Closing, each of the parties to the Asset Purchase Agreement shall hereafter, at the reasonable request of the other party thereto, execute and deliver such other instruments of transfer and further documents and agreements, and do such other further acts and things as may be necessary to carry out the provisions of the Asset Purchase Agreement.

The conveyance of the Acquired Assets under this General Assignment and Bill of Sale is subject to and in accordance with the provisions of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

This General Assignment and Bill of Sale shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

The validity of this General Assignment and Bill of Sale, the construction, interpretation, and enforcement hereof, and the rights of the parties hereto with respect to all matters arising hereunder or related hereto shall be determined under, governed by, and construed in accordance with the laws of the State of Maryland without regard to conflict of law principles.

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IN WITNESS WHEREOF, the undersigned has caused its duly authorized officer to execute this General Assignment and Bill of Sale as of October 15, 2007.

CapitalSource Finance LLC

By: 
Name: Joanne Fungaroli
Its: Authorized Signatory

General Assignment and Bill of Sale