

TRADEMARK ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Next Generation Vending and Food Service, Inc.		12/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource CF LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1475505	ALL SEASONS SERVICES
Registration Number:	2787818	ALL SEASONS SERVICES, INC.
Serial Number:	78941384	SERVICE AMERICA
Serial Number:	78941372	SERVICE AMERICA
Serial Number:	77529685	GREENVEND
Serial Number:	77529525	INNOVATION NEVER TASTED SO GOOD
Serial Number:	77593837	NUTRINOTE
Serial Number:	77529548	VENDWISE
Serial Number:	77529560	VITALITIES

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

TRADEMARK

REEL: 003910 FRAME: 0857

900123611

CH \$240.00 1475505

Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:

330119-149

NAME OF SUBMITTER:

Kristin Brozovic

Signature:

/Kristin Brozovic/

Date:

12/30/2008

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 24th day of December, 2008 by **NEXT GENERATION VENDING AND FOOD SERVICE, INC.**, a Delaware corporation ("Grantor") in favor of CapitalSource CF LLC ("Grantee"):

WITNESSETH

WHEREAS, Grantor, certain of Grantor's affiliates and Grantee are parties to (i) a certain Second Amended and Restated Term Loan and Security Agreement dated as of November 25, 2008, and (ii) a certain First Lien Revolving Credit, Term Loan and Security agreement dated as of November 25, 2008 (as each may be amended or otherwise modified from time to time, individually and collectively, the "Credit Agreement") providing for extensions of credit to be made to Grantor and certain of Grantor's affiliates by Grantee; and

WHEREAS, pursuant to the terms the Credit Agreement, Grantor has granted to Grantee a Lien upon all right, title and interest of Grantor in, to and under all now owned and hereafter acquired right, title and interest in and to: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious names, trade dress, trade styles, logos and other designs or sources of business identifiers or other indicia of trade origin, whether the foregoing are registered or unregistered; (ii) all trademark and service mark registrations and applications for trademark or service mark registrations (including, without limitation, each registration and application set forth on hereto); (iii) any and all extensions and renewals of or with respect to any of the foregoing; (iv) the right to sue or otherwise recover for any and all past, present and future infringements, misappropriations and other violations thereof; (v) all income, royalties, damages, settlements and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages, settlements and payments for past or future infringements thereof); and (vi) all rights of Grantor corresponding thereto throughout the world and all other rights of Grantor of any kind whatsoever accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, any or all of the foregoing throughout the world, but excluding any United States intent-to-use trademark application prior to the filing of a Statement of Use or an amendment to allege use in connection therewith to the extent that a valid lien and security interest may not be taken in such an intent-to-use application under applicable law (collectively, "Grantor's Trademarks"), and all rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark (collectively, "Trademark Licenses" and, together with the Grantor's Trademarks, the "Trademarks") to secure the payment of all amounts owing by Grantor under the Credit Agreement.

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by

this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and any provision of the Credit Agreement, the provisions of the Credit Agreement shall control and govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a Lien upon all entire right, title and interest of Grantor in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter existing:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, renewals or extensions thereof, and all of the goodwill associated with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF MARYLAND, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT RESULT IN THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

4. Termination. This Agreement shall terminate concurrently with the termination of the Credit Agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NEXT GENERATION VENDING AND
FOOD SERVICE, INC.,** a Delaware
corporation

By: Joseph R.
Name: Joseph Rosen
Title: owner

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
All Seasons Services	1475505	2/2/88
All Seasons Services, Inc. (and Design)	2787818	12/2/03

TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Status</u>	<u>App. No. / Reg. No.</u>
Service America	Published for opposition on 9/16/08	Ser. No. 78941384
Service America (and Design)	Published for opposition on 11/4/08	Ser. No. 78941372
GreenVend	Filed 7/23/08; awaiting publication for opposition	Ser. No. 77529685
Innovation Never Tasted So Good	Filed 7/23/08; awaiting publication for opposition	Ser. No. 77529525
NutriNote	Filed 10/16/08; awaiting publication for opposition	Ser. No. 77593837
VendWise	Filed 7/23/08; awaiting publication for opposition	Ser. No. 77529548
Vitalities	Filed 7/23/08; awaiting publication for opposition	Ser. No. 77529560

TRADEMARK LICENSES

None.