

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Volume Services America, Inc.		01/27/2009	CORPORATION: DELAWARE
Volume Services, Inc.		01/27/2009	CORPORATION: DELAWARE
Service America Corporation		01/27/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe, 17th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2324853	THE BATTER'S EYE
Registration Number:	2441250	THE BATTER'S EYE
Registration Number:	2848933	CENTERPLATE
Registration Number:	2950891	C
Registration Number:	2949178	CREATING SOMETHING SPECIAL
Registration Number:	2914967	GO GOURMET!
Registration Number:	3009456	GO GOURMET! A CENTERPLATE BRAND
Registration Number:	3096341	FLIP SIDE GRILL
Registration Number:	3030240	FLIP SIDE GRILL A CENTERPLATE BRAND
Registration Number:	3121465	SANDWICH ZONE
Registration Number:	3121466	TASTE OF THE EAST
Registration Number:	2965046	ALFRESCO

OP \$390.00 2324853

Registration Number:	3040315	TORTILLA JUNCTION
Registration Number:	3110326	THE FAN STAND
Serial Number:	78544575	ALOHA ZONE

CORRESPONDENCE DATA

Fax Number: (404)541-4710
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6142
Email: laallen@kilpatrickstockton.com
Correspondent Name: Latosha E. Allen
Address Line 1: 1100 Peachtree Street, Suite 2800
Address Line 2: Kilpatrick Stockton LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G2370-339700
NAME OF SUBMITTER:	Nancy S. Edwards
Signature:	/Nancy S. Edwards/
Date:	02/05/2009

Total Attachments: 11
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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of January 27, 2009, is made by each of the grantors signatory hereto (each a "Grantor" and collectively, the "Grantors"), in favor of General Electric Capital Corporation, as Administrative Agent (the "Administrative Agent") for a syndicate of other financial institutions (the "Lenders") from time to time party to the that certain Amended and Restated Credit Agreement, dated as of December 23, 2008, among VOLUME SERVICES AMERICA, INC, VOLUME SERVICES, INC., and SERVICE AMERICA CORPORATION (sometimes collectively referred to herein as the "Borrowers" and individually as a "Borrower"), CENTERPLATE, INC. ("Holdings"), the Lenders and the Administrative Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Administrative Agent on behalf of the Secured Parties (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Administrative Agent for the benefit of itself and on behalf of the Secured Parties a continuing security interest in all of its Intellectual Property; and

WHEREAS, it is condition under the Credit Agreement that each Grantor execute and deliver this Agreement in furtherance of each such Grantor's pledge and grant of a security interest in all of its Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other extensions of credit to the Borrowers pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Administrative Agent and on behalf of the Secured Parties, as follows:

SECTION 1. Grant of Security Interest. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Administrative Agent on its behalf and on behalf of the Secured Parties and grants to the Administrative Agent on its behalf and on behalf of the Secured Parties a continuing security interest in and to, all of its rights in and to, the Intellectual Property (including, without limitation, each of the Patents, Trademarks and Copyrights set forth on Schedules A, B and C, respectively, hereto).

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (with respect to the security interests in Patents and Trademarks) and the United States Copyright Office (with respect to the security interest in Copyrights). The security interests granted hereby have been granted to the Administrative Agent on behalf of the Secured Parties in connection with the Security Agreement and are expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interests in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

Signed, sealed, and delivered on this 26th day of January 2009.

VOLUME SERVICES AMERICA, INC.,
a Delaware corporation

Toni Palmisano
Notary Public

[seal]

By: [Signature]
Name: Kevin F. McNamara
Title: Exec. VP + CFO

Signed, sealed, and delivered on this 26th day of
January 2009.

CENTERPLATE, INC., a Delaware
corporation

Groni Palmisano

Notary Public

[seal]

By: 

Name:

Title:

Kevin F. McNamara
Exec. VP & CFO

Signed, sealed, and delivered on this 26th day of
January 2009.

SERVICE AMERICA CORPORATION,
a Delaware corporation

Toni Palmisano
Notary Public

[seal]

By: [Signature]
Name: Kevin F. McNamara
Title: Exec. VP + CFO

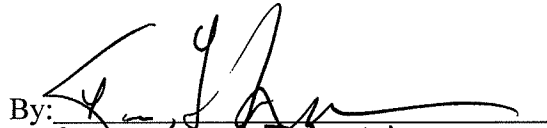
Signed, sealed, and delivered on this 26th day of
January 2009.

VOLUME SERVICES, INC.,
a Delaware corporation

Toni Palmisano

Notary Public

[seal]

By: 
Name: Kenneth F. McNamara
Title: Exec. VP + CFO

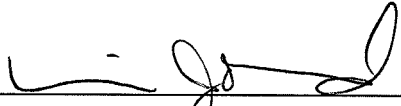
Signed, sealed, and delivered on this 26th day of
January 2009.

**GENERAL ELECTRIC CAPITAL
CORPORATION,**
Administrative Agent for the Secured Parties



Notary Public

MARY E. PROCACCINI
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2010

By: 

Name: NINA JOHNSRUD
Title: DULY AUTHORIZED SIGNATORY

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT
SIGNATURE PAGE

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Grantor	Application or Serial Number	Country	Date of Issuance or Application	Mark
Volume Services, Inc.	2324853	U.S.A.	2/29/00	The Batter's Eye (restaurant and bar services)
Volume Services, Inc.	2441250	U.S.A.	4/3/01	The Batter's Eye Restaurant & Bar plus design (clothing)
Volume Services America, Inc.	2848933	U.S.A.	12/18/02 (Reg. 6/1/04)	Centerplate
Volume Services America, Inc.	2950891	U.S.A.	1/17/03 (Reg. 5/17/05)	Stylized "C" with Inset Spoon Design
Volume Services America, Inc.	2949178	U.S.A.	6/9/03 (Reg. 5/10/05)	Creating Something Special
Volume Services America, Inc.	2914967	U.S.A.	7/30/03 (Reg. 12/28/04)	Go Gourmet!
Volume Services America, Inc.	3009456	U.S.A.	10/30/03 (Reg. 12/25/05)	Go Gourmet! (design)
Volume Services America, Inc.	3096341	U.S.A.	8/20/03 (Reg. 5/23/06)	Flip Side Grill
Volume Services America, Inc.	3030240	U.S.A.	10/30/03 (Reg. 12/13/05)	Flip Side Grill (design)
Volume Services America, Inc.	3121465	U.S.A.	11/6/03 (Reg. 7/25/06)	The Sandwich Zone
Volume Services America, Inc.	3121466	U.S.A.	11/6/03 (Reg. 7/25/06)	Taste of the East
Volume Services America, Inc.	2965046	U.S.A.	12/9/03 (Reg. 7/5/05)	Alfresco

Grantor	Application or Serial Number	Country	Date of Issuance or Application	Mark
Volume Services America, Inc.	3040315	U.S.A.	4/29/04 (Reg. 1/10/05)	Tortilla Junction
Volume Services America, Inc.	3110326	U.S.A.	8/11/04 (Reg. 6/27/06)	The Fan Stand
Volume Services America, Inc.	78544575	U.S.A.	1/10/05	Aloha Zone
Volume Services America, Inc.	N/A	U.S.A.	N/A	Top Dog (design)
Volume Services America, Inc.	TMA66112 3	Canada	1/14/03 (Reg. 3/22/06)	C/Spoon Design
Volume Services America, Inc.	TMA70082 2	Canada	4/28/04 (Reg. 11/15/07)	Alfresco
Volume Services America, Inc.	TMA70107 5	Canada	4/29/04 (Reg. 11/19/07)	Taste of the East
Volume Services America, Inc.	TMA70082 3	Canada	4/29/04 (Reg. 11/5/07)	The Sandwich Zone
Centerplate, Inc.	TMA65505 6	Canada	11/20/02 (Reg. 12/14/05)	Volume Services America
Centerplate, Inc.	TMA65505 5	Canada	11/20/02 (Reg. 12/14/05)	Volume Services America & Design

SCHEDULE C

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None.