

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Food Concessions of Vermont, Inc.		12/30/2009	CORPORATION: VERMONT
Boston Concessions Group of Constitution Plaza, Inc.		12/30/2009	CORPORATION: MASSACHUSETTS
Diamond Fare, Inc.		12/30/2009	CORPORATION: DELAWARE
New Concessions Group, Inc.		12/30/2009	CORPORATION: CONNECTICUT
Boston Concessions Group of Kansas, Inc.		12/30/2009	CORPORATION: KANSAS
NCS of Broward, Inc.		12/30/2009	CORPORATION: MASSACHUSETTS
BCG-Philadelphia International, LLC		12/30/2009	LIMITED LIABILITY COMPANY: PENNSYLVANIA
NFS of Broward, Inc.		12/30/2009	CORPORATION: FLORIDA
Boston Culinary Group, Inc.		12/30/2009	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

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

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2951840	BCG
Registration Number:	2958822	BOSTON CULINARY GROUP
Registration Number:	1758946	DISTINCTIVE GOURMET

OP \$90.00 2951840

CORRESPONDENCE DATA

Fax Number: (404)541-4710  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-815-6565  
Email: laallen@kilpatrickstockton.com  
Correspondent Name: Mike Parisi  
Address Line 1: 1100 Peachtree Street  
Address Line 2: Suite 2800  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	339700
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/30/2009

Total Attachments: 9  
source=BCG Intellectual Property Security Agreement#page1.tif  
source=BCG Intellectual Property Security Agreement#page2.tif  
source=BCG Intellectual Property Security Agreement#page3.tif  
source=BCG Intellectual Property Security Agreement#page4.tif  
source=BCG Intellectual Property Security Agreement#page5.tif  
source=BCG Intellectual Property Security Agreement#page6.tif  
source=BCG Intellectual Property Security Agreement#page7.tif  
source=BCG Intellectual Property Security Agreement#page8.tif  
source=BCG Intellectual Property Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 29, 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., 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 Joinder Agreement, dated as of the date hereof (the "Joinder Agreement"), pursuant to which the Grantors have become parties to that certain Security Agreement, dated as of April 1, 2005, 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, 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 Joinder Agreement and the Security Agreement and are expressly subject to the terms and conditions thereof. The Joinder Agreement and 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, the Joinder 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.

SECTION 6. Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, this Agreement and the Liens granted hereby are subject to the terms and conditions of the Intercreditor Agreement.

[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 29<sup>th</sup>  
day of December, 2009

**BOSTON CULINARY GROUP, INC.,**  
a Wisconsin corporation

Toni Palmisano  
Notary Public

[seal]

By: [Signature]  
Name: KEVIN MCNAMARA  
Title: EVP, CFO

Signed, sealed, and delivered on this 29<sup>th</sup>  
day of Dec, 2009

**FOOD CONCESSIONS OF VERMONT,  
INC.,** a Vermont corporation

Toni Palmisano  
Notary Public

[seal]

By: [Signature]  
Name:  
Title:

Signed, sealed, and delivered on this 29<sup>th</sup>  
day of Dec, 2009

**BOSTON CONCESSIONS GROUP OF  
CONSTITUTION PLAZA, INC.**  
a Massachusetts corporation

Toni Palmisano  
Notary Public

[seal]

By: [Signature]  
Name:  
Title:

Signed, sealed, and delivered on this 29<sup>th</sup>  
day of Dec, 2009

**DIAMOND FARE, INC.,**  
a Delaware corporation

Toni Palmisano  
Notary Public

[seal]

By: [Signature]  
Name:  
Title:

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

Signed, sealed, and delivered on this 29th  
day of Dec, 2009

Toni Palmisano  
Notary Public  
[seal]

**NEW CONCESSIONS GROUP, INC.,**  
a Connecticut corporation

By: [Signature]  
Name: Kevin McNamara  
Title: EVP, CFO

Signed, sealed, and delivered on this 29th  
day of Dec, 2009

Toni Palmisano  
Notary Public  
[seal]

**BOSTON CONCESSIONS GROUP OF  
KANSAS, INC.,**  
a Kansas corporation

By: [Signature]  
Name:  
Title:

Signed, sealed, and delivered on this 29th  
day of Dec, 2009

Toni Palmisano  
Notary Public  
[seal]

**NCS OF BROWARD, INC.,**  
a Massachusetts corporation

By: [Signature]  
Name:  
Title:

Signed, sealed, and delivered on this 29th  
day of Dec, 2009

Toni Palmisano  
Notary Public  
[seal]

**BCG-PHILADELPHIA  
INTERNATIONAL, LLC,**  
a Pennsylvania limited liability company

By: [Signature]  
Name:  
Title:

Signed, sealed, and delivered on this 29<sup>th</sup>  
day of Dec, 2009

**NFS OF BROWARD, INC.,**  
a Florida corporation

Toni Palmisano  
Notary Public

[seal]

By: [Signature]  
Name: Kevin McNamara  
Title: EVP, CFO

INTELLECTUAL PROPERTY SECURITY AGREEMENT  
SIGNATURE PAGE

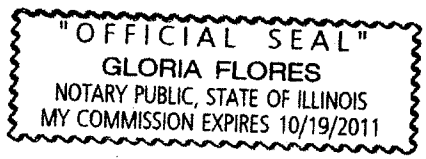
Signed, sealed, and delivered on this 29<sup>th</sup>  
day of December, 2009.

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

*Gloria Flores*  
Notary Public

[seal]

By: *Mark Birkett*  
Name: Mark Birkett  
Title: Duly Authorized Signatory





SCHEDULE A

**Patents - None**

SCHEDULE B

**Trademarks, Trademark Registrations and Trademark Registration Applications Owned  
by Boston Culinary Group, Inc.**

Serial or Registration Number	Country	Issue or File Date	Mark
2951840	USA	5/17/2005	BCG
2958822	USA	3/4/2005	BOSTON CULINARY GROUP
N/A	USA	N/A	EVERGLADES BBQ COMPANY
1758946	USA	3/16/1993	DISTINCTIVE GOURMET

SCHEDULE C

**Copyrights - None**