TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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
Volume Services America, Inc.		12/30/2009	CORPORATION: DELAWARE
Centerplate, Inc.		12/30/2009	CORPORATION: DELAWARE
Service America Corporation		12/30/2009	CORPORATION: DELAWARE
Volume Services, Inc.		12/30/2009	CORPORATION: DELAWARE
Service America Concessions Corporation		12/30/2009	CORPORATION: MARYLAND
Service America of Texas, Inc.		12/30/2009	CORPORATION: TEXAS
Centerplate of Kansas, Inc.		12/30/2009	CORPORATION: KANSAS

OP $440.00 2965046

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2965046	ALFRESCO
Registration Number:	2848933	CENTERPLATE
Registration Number:	2949178	CREATING SOMETHING SPECIAL
Registration Number:	3096341	FLIP SIDE GRILL
Registration Number:	3030240	FLIP SIDE GRILL A CENTERPLATE BRAND
Registration Number:	2914967	GO GOURMET!
Registration Number:	3009456	GO GOURMET! A CENTERPLATE BRAND
Registration Number:	3121465	SANDWICH ZONE
Registration Number:	2950891	C
Registration Number:	3121466	TASTE OF THE EAST
Registration Number:	2324853	THE BATTER'S EYE
Registration Number:	2441250	THE BATTER'S EYE
Registration Number:	3110326	THE FAN STAND
Registration Number:	3040315	TORTILLA JUNCTION
Registration Number:	2951840	BCG
Registration Number:	2958822	BOSTON CULINARY GROUP
Registration Number:	1758946	DISTINCTIVE GOURMET

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: 12

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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 Term Loan Agreement, dated as of the date hereof, 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 "Term Loan Agreement").

WITNESSETH:

WHEREAS, pursuant to the Term Loan Agreement, the Lenders have severally agreed to make a term loan to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Term Loan 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 Term Loan 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 a term loan to the Borrowers pursuant to the Term Loan 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).

TRADEMARK
REEL: 004122 FRAME: 0692

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 Term Loan 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 29th day of Dec, 2009

Toni Palmisano
Notary Public

[seal]

VOLUME SERVICES AMERICA, INC., a Delaware corporation

By: _____
Name: Kevin McNamara
Title: EVP, CFO

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

Toni Palmisano
Notary Public

[seal]

CENTERPLATE, INC., a Delaware corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

SERVICE AMERICA CORPORATION, a Delaware corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

VOLUME SERVICES, INC., a Delaware corporation

By: _____
Name:
Title:

TRADEMARK
REEL: 004122 FRAME: 0694

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

Toni Palmisano
Notary Public

[seal]

SERVICE AMERICA CONCESSIONS CORPORATION,
a Maryland corporation

By: _____
Name: Kevin McNamara
Title: EVP, CFO

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

Toni Palmisano
Notary Public

[seal]

SERVICE AMERICA OF TEXAS, INC.,
a Texas corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

CENTERPLATE OF KANSAS, INC.,
a Kansas corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

BOSTON CULINARY GROUP, INC.,
a Wisconsin corporation

By: _____
Name:
Title:

TRADEMARK
REEL: 004122 FRAME: 0695

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

Toni Palmisano
Notary Public

[seal]

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

By: _____
Name: Kevin McNamara
Title: EVP, CFO

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

Toni Palmisano
Notary Public

[seal]

DIAMOND FARE, INC.,
a Delaware corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

BCG- PHILADELPHIA INTERNATIONAL, LLC,
a Pennsylvania corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

FOOD CONCESSIONS OF VERMONT, INC.,
a Vermont corporation

By: _____
Name:
Title:

TRADEMARK
REEL: 004122 FRAME: 0696

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

Toni Palmisano
Notary Public

[seal]

NEW CONCESSIONS GROUP, INC.,
a Connecticut corporation

By: _____
Name: Kevin McNamara
Title: EVP, CFO

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

Toni Palmisano
Notary Public

[seal]

NCS OF BROWARD, INC.,
a Massachusetts corporation

By: _____
Name:
Title:

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

Toni Palmisano
Notary Public

[seal]

NFS OF BROWARD, INC.,
a Florida corporation

By: _____
Name:
Title:

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: _____
Name:
Title:

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

NEW CONCESSIONS GROUP, INC.,
a Connecticut corporation

Toni Palmisano
Notary Public

By: _____
Name: Kevin McNamara
Title: EVP, CFO

[seal]

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

NCS OF BROWARD, INC.,
a Massachusetts corporation

Toni Palmisano
Notary Public

By: _____
Name:
Title:

[seal]

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

NFS OF BROWARD, INC.,
a Florida corporation

Toni Palmisano
Notary Public

By: _____
Name:
Title:

[seal]

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

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

Toni Palmisano
Notary Public

By: _____
Name:
Title:

[seal]

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

Notary Public

[seal]

"OFFICIAL SEAL"
GLORIA FLORES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/19/2011

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

By:
Name: Mark Birkett
Title: Duly Authorized Signatory

SCHEDULE A

Patents - None

SCHEDULE B

Trademarks, Trademark Registrations and Trademark Registration Applications Owned by Volume Services America, Inc.

Serial or Registration Number	Country	Issue or File Date	Mark
2,965,046	U.S.A.	12/9/03 (Reg. 7/5/05)	Alfresco
2,848,933	U.S.A.	12/18/02 (Reg. 6/1/04)	Centerplate
2,949,178	U.S.A.	6/9/03 (Reg. 5/10/05)	Creating Something Special
3,096,341	U.S.A.	8/20/03 (Reg. 5/23/06)	Flip Side Grill
3,030,240	U.S.A.	10/30/03 (Reg. 12/13/05)	Flip Side Grill (design)
2,914,967	U.S.A.	7/30/03 (Reg. 12/28/04)	Go Gourmet!
3,009,456	U S.A.	10/30/03 (Reg. 10/25/05)	Go Gourmet! (design)
3,121,465	U.S.A.	11/6/03 (Reg. 7/25/06)	Sandwich Zone
2,950,891	U.S.A.	1/17/03 (Reg. 5/17/05)	Stylized "C" with Inset Spoon Design
3,121,466	U.S.A.	11/6/03 (Reg. 7/25/06)	Taste of the East
2,324,853	U.S.A.	Reg. 2/29/00	The Batter's Eye (restaurant and bar services)
2,441,250	U.S.A.	Reg. 4/3/01	The Batter's Eye plus design (clothing)
3,110,326	U.S.A.	8/11/04 (Reg. (6/27/06)	The Fan Stand
3,040,315	U.S.A.	4/29/04 (Reg. 1/10/06)	Tortilla Junction
TMA655,056	Canada	11/20/02 (Reg. 12/14/05)	Volume Services America
TMA655,055	Canada	11/20/02 (Reg. 12/14/05)	Volume Services America & Design
N/A	U.S.A.	N/A	Top Dog (design)
TMA700,822	Canada	4/28/04 (Reg. 11/15/07)	Alfresco
TMA661,123	Canada	1/14/03 (Reg. 3/22/06)	C/Spoon Design

TMA701,075	Canada	4/29/04 (Reg. 11/19/07)	Taste of the East
TMA700,823	Canada	4/29/04 (Reg. 11/5/07)	The Sandwich Zone

Trademarks, Trademark Registrations and Trademark Registration Applications Owned by <u>Boston Culinary Group, Inc.</u>

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