

**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
Volume Services America, Inc.		09/16/2010	CORPORATION: DELAWARE
Volume Services, Inc.		09/16/2010	CORPORATION: DELAWARE
Boston Culinary Group, Inc.		09/16/2010	CORPORATION: WISCONSIN
Centerplate, Inc.		09/16/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	901 Main Avenue
<b>City:</b>	Norwalk
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06851-1168
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

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

**TRADEMARK**

Registration Number:	3040315	TORTILLA JUNCTION
Registration Number:	3110326	THE FAN STAND
Registration Number:	2951840	BCG
Registration Number:	2958822	BOSTON CULINARY GROUP
Registration Number:	1758946	DISTINCTIVE GOURMET

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Phone: 212-735-4559

Email: vindra.richter@weil.com

Correspondent Name: Vindra Richter c/o Weil et al

Address Line 1: 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	CENTERPLATE/V.BRONDER/VR
NAME OF SUBMITTER:	Vindra Richter
Signature:	/vindra richter/
Date:	09/16/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 16, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 16, 2010 (as the same may be modified from time to time, the "Credit Agreement"), among VOLUME SERVICES AMERICA, INC., a Delaware corporation ("VSA"), VOLUME SERVICES, INC., a Delaware corporation ("VS"), SERVICE AMERICA CORPORATION, a Delaware corporation ("SAC"), BOSTON CULINARY GROUP, INC., a Wisconsin corporation ("BCG"), BOSTON CONCESSIONS GROUP OF CONSTITUTION PLAZA, INC., a Massachusetts corporation ("BCG Plaza"), FOOD CONCESSIONS OF VERMONT, INC., a Vermont corporation ("FCV"), DIAMOND FARE, INC., a Delaware corporation ("DF"), NEW CONCESSIONS GROUP, INC., a Connecticut corporation ("NCG"), SERVICE AMERICA CONCESSIONS CORPORATION, a Maryland corporation ("SACC"), SERVICE AMERICA OF TEXAS, INC., a Texas corporation ("SA Texas"), CENTERPLATE OF KANSAS, INC., a Kansas corporation ("CP Kansas"), NFS OF BROWARD, INC., a Florida corporation ("NFSB"), NCS OF BROWARD, INC., a Massachusetts corporation ("NCSB"), BOSTON CONCESSIONS GROUP OF KANSAS, INC., a Kansas corporation ("BCG Kansas"), BCG-PHILADELPHIA INTERNATIONAL, LLC, a Pennsylvania limited liability company ("BCGPI"), and CENTERPLATE JH HOLDINGS, LLC, a Delaware limited liability company ("CP JHH") (VSA, VS, SAC, BCG, BCG Plaza, FCV, DF, NCG, SACC, SA Texas, CP Kansas, NFSB, NCSB, BCG Kansas, BCGPI and CP JHH are each referred to herein individually as a "Borrower" and collectively as the "Borrowers"), CENTERPLATE, INC., a Delaware corporation ("Holdings"), the Lenders, the L/C Issuers from time to time party thereto, certain other parties thereto, and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by

acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than intent-to-use trademark and service mark applications to the extent that, and solely during the period that the grant of a security interest therein prior to the registration of the mark would impair the validity or enforceability of the resulting trademark registration) and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, Proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

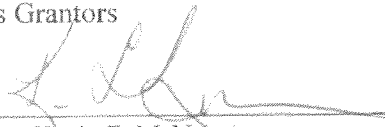
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**VOLUME SERVICES AMERICA, INC.**  
**VOLUME SERVICES, INC.**  
**BOSTON CULINARY GROUP, INC.**  
**CENTERPLATE, INC.**

as Grantors

By: \_\_\_\_\_

  
Name: Kevin F. McNamara

Title: Executive Vice President, Chief Financial  
Officer and Chief Administrative Officer

[Signature Page Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004279 FRAME: 0207**

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**

as Agent

By:



Name: \_\_\_\_\_

Title: Duly Authorized Signatory

**Mark Birkett**  
Duly Authorized Signatory

[Signature Page Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004279 FRAME: 0208**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

United States and Canadian Registrations:

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	TRADEMARK
Boston Culinary Group, Inc.	2951840	5/17/05	USA	BCG
Boston Culinary Group, Inc.	2958822	5/31/05	USA	Boston Culinary Group
Boston Culinary Group, Inc.	1758946	3/16/93	USA	Distinctive Gourmet
Volume Services, Inc.	2,324,853	2/29/00	USA	The Batter's Eye (restaurant and bar services)
Volume Services, Inc.	2,441,250	4/3/01	USA	The Batter's Eye plus design (clothing)
Volume Services America, Inc.	2,848,933	6/1/04	USA	Centerplate
Volume Services America, Inc.	2,950,891	5/17/05	USA	Stylized "C" with Inset Spoon Design
Volume Services America, Inc.	2,949,178	5/10/05	USA	Creating Something Special
Volume Services America, Inc.	2,914,967	12/28/04	USA	Go Gourmet!
Volume Services America, Inc.	3,009,456	10/25/05	USA	Go Gourmet! A Centerplate Brand (design)
Volume Services America, Inc.	3,096,341	5/23/06	USA	Flip Side Grill
Volume Services America, Inc.	3,030,240	12/13/05	USA	Flip Side Grill A Centerplate Brand (design)
Volume Services America, Inc.	3,121,465	7/25/06	USA	Sandwich Zone
Volume Services America, Inc.	3,121,466	7/25/06	USA	Taste of the East
Volume Services America, Inc.	2,965,046	7/5/05	USA	Alfresco
Volume Services America, Inc.	3,040,315	1/10/06	USA	Tortilla Junction
Volume Services America, Inc.	3,110,326	6/27/06	USA	The Fan Stand
Volume Services America, Inc.	TMA661,123	3/22/06	Canada	C/Spoon Design
Volume Services America, Inc.	TMA700,822	11/15/07	Canada	Alfresco

Volume Services America, Inc.	TMA701,075	11/19/07	Canada	Taste of the East
Volume Services America, Inc.	TMA700,823	11/15/07	Canada	Sandwich Zone
Volume Services America Holdings, Inc. (currently known as Centerplate, Inc.)	TMA655,056	12/14/05	Canada	Volume Services America
Volume Services America Holdings, Inc. (currently known as Centerplate, Inc.)	TMA655,055	12/14/05	Canada	Volume Services America & Design

State Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK	REGISTRATION DATE	JURISDICTION
Volume Services, Inc.	HI 4066515	CENTERPLATE	9/29/08	Hawaii

2. IP LICENSES

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK
Volume Services America	Starbucks Corporation	n/a	n/a