OP \$140.00 3626566

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CapitalSource CF LLC		108/04/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Next Generation Vending and Food Service, Inc.		
Street Address:	800 Technology Center Drive		
Internal Address:	Suite 110		
City:	Stoughton		
State/Country:	MASSACHUSETTS		
Postal Code:	02072		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3626566	NUTRINOTE
Registration Number:	3653608	GREENVEND
Registration Number:	3601635	VITALITIES
Registration Number:	3601634	VENDWISE
Registration Number:	3601633	INNOVATION NEVER TASTED SO GOOD

CORRESPONDENCE DATA

Fax Number: (919)416-8328

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

Phone: 9192868041

Email: pto_tmconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

900199048 REEL: 004599 FRAME: 0518

TRADEMARK

ATTORNEY DOCKET NUMBER:	026897-110 JES		
NAME OF SUBMITTER:	John E. Slaughter		
Signature:	/John E. Slaughter/		
Date:	08/08/2011		
Total Attachments: 3 source=NGV - Capsource CF IP Lien Release - EXECUTION COPY - 4 AUG 2011#page1.tif			

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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 4, 2011 ("Release"), is made by CAPITALSOURCE CF LLC ("CapitalSource") in favor of NEXT GENERATION VENDING AND FOOD SERVICE, INC., a Delaware corporation (the "Grantors").

WHEREAS, Next Generation, certain of its affiliates and CapitalSource 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 Next Generation and certain of its affiliates by CapitalSource;

WHEREAS, pursuant to the Credit Agreement, CapitalSource and Next Generation entered into the Trademark Security Agreement dated as of December 29, 2008 ("Trademark Security Agreement"), and under the Credit Agreement and Trademark Security Agreement, Next Generation granted to CapitalSource a Lien upon all right, title and interest of Next Generation in, to and under all now owned and hereafter acquired right, title and interest in and to Trademarks and Trademark Collateral to secure the payment of all amounts owing by Next Generation under the Credit Agreement; and

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on December 30, 2008 at Reel 3910 Frame 0857.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, CapitalSource and Next Generation agree as follows:

SECTION 1. <u>Defined Terms</u>. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or Security Agreement.

SECTION 2. Termination and Release. CapitalSource hereby:

- (a) terminates the Trademark Security Agreement and any other agreement under which Next Generation has granted a collateral mortgage, pledge, hypothecation, grant, assignment, lien, or security interest in, to, and under the Trademarks or Trademark Collateral, but only with respect to the Trademarks and Trademark Collateral listed on Schedule A attached hereto;
- (b) cancels, discharges, and releases its Lien on and security interest in and to the right, title, and interest in, to, and under the Trademarks and Trademark Collateral listed on Schedule A attached hereto; and
 - (c) authorizes the recordation of this Release with the USPTO.

IN WITNESS WHEREOF, CapitalSource has caused this Release to be duly executed as of the date first set forth above.

TRADEMARK
REEL: 004599 FRAME: 0520

CAPITALSOURCE CF LLC

By: TJ Broderick
Name: TJ BRODERICK
Title: AUTHORIZES SIGNATIONY

Signature page to IP Release

TRADEMARK REEL: 004599 FRAME: 0521

Schedule A

Next Generation Vending and Food Service, Inc. (Delaware Corporation)

U.S. Trademarks Subject to Security Interest Granted by Next Generation Vending and Food Service, Inc. In Favor of CapitalSource CF LLC Recorded December 30, 2008 at Reel 3910 Frame 0857

Registered Marks

Mark	Registration No.	Registration Date
NUTRINOTE	3626566	05/26/09
GREENVEND	3653608	07/14/09
VITALITIES	3601635	04/07/09
VENDWISE	3601634	04/07/09
INNOVATION NEVER TASTED SO GOOD	3601633	04/07/09

TRADEMARK REEL: 004599 FRAME: 0522

RECORDED: 08/08/2011