

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NGV Holding Corp.		08/04/2011	CORPORATION: DELAWARE
Next Generation Vending and Food Service, Inc.		08/04/2011	CORPORATION: DELAWARE
Loose Ends Vending, Inc.		08/04/2011	CORPORATION: NEW YORK
Loose Ends Holdings, LLC		08/04/2011	LIMITED LIABILITY COMPANY: NEW YORK
Generation Realty Holding Corp.		08/04/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Next Generation Vending, LLC
<b>Street Address:</b>	800 Technology Center Drive, Suite 110
<b>City:</b>	Stoughton
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02072
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	78941384	SERVICE AMERICA
Serial Number:	78941372	SERVICE AMERICA
Serial Number:	77529685	GREENVEND
Serial Number:	77529525	INNOVATION NEVER TASTED SO GOOD
Serial Number:	77593837	NUTRINOTE
Serial Number:	77529560	VITALITIES
Serial Number:	77529548	VENDWISE

**CORRESPONDENCE DATA**

Fax Number: (858)458-3005

**900199083**

**TRADEMARK  
 REEL: 004599 FRAME: 0702**

**CH \$190.00 78941384**

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

Email: prosecutiondocketing@paulhastings.com  
Correspondent Name: Ryan M. Enchelmayer  
Address Line 1: P.O. Box 919092  
Address Line 2: Paul Hastings LLP  
Address Line 4: San Diego, CALIFORNIA 92191-9092

ATTORNEY DOCKET NUMBER:	77083.00026
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	08/08/2011

**Total Attachments: 8**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into effective as of the 4th day of August, 2011, by and among Next Generation Vending, LLC, a Delaware limited liability company ("Assignee"), NGV Holding Corp., a Delaware corporation ("Holding"), Next Generation Vending and Food Service, Inc., a Delaware corporation ("NGV"), Loose Ends Vending, Inc., a New York corporation ("LEV"), Loose Ends Holdings, LLC, a New York limited liability company ("LEH"), and Generation Realty Holding Corp., a Delaware corporation ("Generation Realty" and together with Holding, NGV, LEV and LEH, each an "Assignor" and collectively, "Assignors").

**RECITALS:**

WHEREAS, Assignee and Assignors entered into that certain Asset Purchase Agreement, dated as of the date hereof (as amended from time to time, the "Purchase Agreement");

WHEREAS, Assignors, pursuant to the Purchase Agreement, have agreed to sell and assign to Assignee, its successors, assigns, nominees, or other legal representatives, the entire right, title, interest and goodwill in and to all of Assignors' trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks"); and

WHEREAS, in order to effectuate Assignors' assignment to Assignee of each Assignor's entire rights, title and interests in and to the Trademarks, Assignors are executing this instrument of assignment.

**AGREEMENT:**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, Assignors hereby assign, transfer and convey to Assignee, Assignors' entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks.

Together with Assignors' worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in the unlimited past, up to the date of this present Trademark Assignment, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

Assignors agree to perform all affirmative acts which may be necessary or desirable to record or perfect the above-described transfer of trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Assignors further authorize the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark registrations, amended registrations and renewals that may be granted upon any application or petition for same, to Assignee, and Assignee's successors and assigns.

Assignors hereby grant to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the Trademark Office of any other country throughout the world.

This Trademark Assignment and the Purchase Agreement constitute the entire agreement and supersede all prior agreements between the parties pertaining solely to the transfer of the Trademarks, and shall be deemed binding upon the parties, their heirs, legal representatives and successors. Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations of the parties hereto under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail.

This Trademark Assignment may be executed in one or more counterparts (including by means of facsimile), each of which when executed shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.

\* \* \* \* \*











**ASSIGNEE:**

**NEXT GENERATION VENDING, LLC**

By:   
Name: Michael Phillips  
Title: President

NOTARIAL CERTIFICATE

State of: \_\_\_\_\_ )  
County of: \_\_\_\_\_ ) SS.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Notary Public: \_\_\_\_\_  
(signature)

My commission expires: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

**TRADEMARK**  
**REEL: 004599 FRAME: 0710**

**EXHIBIT A**

MARK	FILING DATE	SERIAL NO.	COUNTRY	STATUS
Service America	July 31, 2006	78941384	USA	Inactive
Service America (and Design)	July 31, 2006	78941372	USA	Inactive
GreenVend	July 23, 2008	77529685	USA	Active
Innovation Never Tasted So Good	July 23, 2008	77529525	USA	Active
NutriNote	October 16, 2008	77593837	USA	Active
VendWise	July 23, 2008	77529548	USA	Active
Vitalities	July 23, 2008	77529560	USA	Active