## TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademark Rights

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		09/30/2011	National Association: UNITED STATES

## **RECEIVING PARTY DATA**

Name:	GALLS, AN ARAMARK COMPANY, LLC
Street Address:	115 NORTH FIRST STREET
City:	BURBANK
State/Country:	CALIFORNIA
Postal Code:	91502
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2500761	STREETVIEW
Registration Number:	2578455	GALLS RANGE-PRO
Registration Number:	3369393	GALLS LITE BODY ARMOR
Registration Number:	1959756	GALLS
Registration Number:	2791162	STREETTHUNDER
Registration Number:	1215448	DYNA MED
Registration Number:	1215401	DYNA MED
Registration Number:	3037364	THE AUTHORITY IN PUBLIC SAFETY EQUIPMENT AND APPAREL
Registration Number:	3156691	DYNA MED
Registration Number:	2787017	DUTYPRO
Registration Number:	1208092	HARE
Registration Number:	2461350	GALLS
Registration Number:	2461351	G

TRADEMARK

REEL: 004640 FRAME: 0351

#### **CORRESPONDENCE DATA**

(212)492-0754 Fax Number:

Email: ashevell@paulweiss.com, aashville@paulweiss.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Adam Shevell

Address Line 1: 1285 Avenue of the Americas

New York, NEW YORK 10019-6064 Address Line 4:

ATTORNEY DOCKET NUMBER:	19130-011
NAME OF SUBMITTER:	Adam Shevell
Signature:	/A. Shevell/
Date:	10/12/2011

Total Attachments: 4

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Release") dated as of September 30, 2011, is executed by JPMorgan Chase Bank, N.A., a national banking association, as successor to Citibank, N.A., as administrative agent and collateral agent (the "Agent") for the Secured Parties (as defined in the Security Agreement) under the Credit Agreement (as defined below).

#### WITNESSETH:

WHEREAS, pursuant to (i) the U.S. Pledge and Security Agreement, dated as of January 26, 2007 (the "Security Agreement"), among ARAMARK INTERMEDIATE HOLDCO CORPORATION, a Delaware corporation ("Holdings"), ARAMARK CORPORATION (as successor to RMK Acquisition Corporation) (the "U.S. Borrower"), GALLS, INC. ("Galls"), the other Subsidiary Parties (as defined in the Security Agreement) from time to time party thereto and Citibank, N.A., as agent (the "Retired Agent") and (ii) the Trademark Security Agreement, dated as of January 26, 2007 (the "Trademark Security Agreement"), among ARAMARK Cleanroom Services, Inc., the U.S. Borrower, ARAMARK Refreshment Services, Inc., ARAMARK Services, Inc., ARAMARK Sports and Entertainment Services, Inc., ARAMARK Uniform and Career Apparel Group, Inc., ARAMARK Uniform and Career Apparel Inc., Galls, Restaura, Inc., Seamlessweb Professional Solutions, Inc. and the Retired Agent, a security interest (the "Security Interest") was granted to the Retired Agent in certain collateral, including the Trademarks (as hereinafter defined);

WHEREAS on March 26, 2010, the Retired Agent and the Agent entered into (i) the Amendment Agreement (as defined in the Credit Agreement), among Holdings, the U.S. Borrower, the other entities party thereto, the Retired Agent and the Agent, whereby the Retired Agent retired as administrative and collateral agent and the Agent became the succesor administrative and collateral agent to the Credit Agreement and (ii) the Trademark Assignment and Assumption (the "Assignment Agreement") between the Retired Agent and the Agent, pursuant to which the Security Interest was transferred to the Agent;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 7, 2007 at Reel 3476 and Frame 0625 and the Assignment Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on May 10, 2010 at Reel 4201 and Frame 0837, and a corrective assignment to the Assignment Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 15, 2010 at Reel 4242 and Frame 0517;

WHEREAS all of the rights in the trademark registrations and applications listed on Schedule A hereto (the "<u>Trademarks</u>") are being sold pursuant to a Membership Interest Purchase Agreement dated as of September 23, 2011 (the "<u>Purchase Agreement</u>") by and among Galls, an ARAMARK Company LLC, ARAMARK Uniform & Career Apparel, LLC and Galls Intermediate Holdings, LLC, and the Purchase Agreement is a transaction permitted by that

certain Credit Agreement, dated as of January 26, 2007, as amended and restated on March 26, 2010, and as further amended by that certain Amendment Agreement No. 1 dated as of April 18, 2011 (the "Credit Agreement"), including by Section 6.06(j) thereof;

WHEREAS, the U.S. Borrower and Galls, an ARAMARK Company LLC represent and warrant that each of the Trademarks are or will be beneficially owned by Galls, an ARAMARK Company LLC prior to the closing date of the Purchase Agreement;

WHEREAS, the Agent now desires to confirm the termination and release of its Security Interest in the Trademarks;

NOW, THEREFORE, the Agent hereby states as follows:

- 1. <u>Release of Security Interest</u>. The Agent hereby confirms the termination, release and discharge of its Security Interest in the Trademarks, and that any right, title or interest of the Agent in the Trademarks shall cease and become void as of the closing date of the Purchase Agreement.
- 2. <u>Further Assurances</u>. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at U.S. Borrower's expense, any further documents, in forms reasonably satisfactory to the Agent, and to do such other acts as may be reasonably necessary to confirm, verify or record the release of the Security Interest contemplated hereby.
- 3. <u>General</u>. The Credit Agreement, the Security Agreement, the Trademark Security Agreement, the Assignment Agreement and the other Loan Documents are confirmed as being in full force and effect. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principles thereof.

IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A.

Name:

Dawn L. LeeLum

Title:

Executive Director

# Schedule A

# U.S. Trademark Applications and Registrations

Trademark	Registration / Application No.
STREETVIEW	2,500,761
GALLS RANGE-PRO	2,578,455
GALLS LITE BODY ARMOR	3,369,393
GALLS	1,959,756
STREETTHUNDER	2,791,162
DYNA MED	1,215,448
DYNA MED	1,215,401
THE AUTHORITY IN PUBLIC SAFETY EQUIPMENT AND APPAREL	3,037,364
DYNA MED (Design)	3,156,691
DUTYPRO	2,787,017
HARE	1,208,092
GALLS (Design)	2,461,350
G (Design)	2,461,351

**RECORDED: 10/12/2011**