

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Lending Services Corporation		06/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Gleacher Products Corp.		
Street Address:	1290 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2119781		
CORRESPONDENCE DATA			
Fax Number:	4045725135		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3458		
Email:	slake@kslaw.com		
Correspondent Name:	Susan Lake, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09637-233027		
NAME OF SUBMITTER:	Susan Lake		
Signature:	/Susan Lake/		

Date:

06/19/2012

Total Attachments: 4

source=Qualserv - Assignment of Trademark Security Agreement (executed)#page1.tif

source=Qualserv - Assignment of Trademark Security Agreement (executed)#page2.tif

source=Qualserv - Assignment of Trademark Security Agreement (executed)#page3.tif

source=Qualserv - Assignment of Trademark Security Agreement (executed)#page4.tif

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2012 (hereinafter, this "Assignment"), by CIT LENDING SERVICES CORPORATION, a Delaware corporation, as resigning administrative and collateral agent (the "Assignor") to GLEACHER PRODUCTS CORP., a Delaware corporation, as successor administrative and collateral agent (the "Assignee");

WHEREAS, in connection with that certain Amended and Restated Credit Agreement, dated as of November 12, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), among QualServ Corporation, a Delaware corporation (the "Borrower"), the various financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and Assignor, as administrative and collateral agent for the Lenders, Assignor acquired a first lien security interest in the Collateral (as such term and such security interest are described in that certain Security Agreement (Trademarks), dated as of November 12, 2008 (the "Trademark Security Agreement"), by the Borrower in favor of Assignor), including, without limitation, those trademarks listed on Schedule A attached hereto;

WHEREAS, pursuant to that certain Agency Transfer Agreement, dated as of May 18, 2012, by and among Assignor, Assignee, the Borrower and Food Service Installation, Inc., Assignor has resigned as administrative and collateral agent under the Credit Agreement and, simultaneously therewith, Assignee has been appointed as successor administrative and collateral agent under the Credit Agreement; and

WHEREAS, Assignor is desirous of assigning all of its rights, powers and privileges as agent under the Trademark Security Agreement to Assignee and Assignee is desirous of acquiring the same.

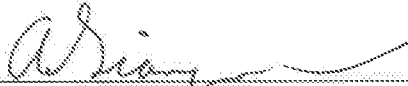
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign and transfer unto Assignee, and Assignee hereby irrevocably and unconditionally accepts, all of Assignor's rights, powers and privileges under the Trademark Security Agreement, including the full, exclusive and entire right, title, and interest of Assignor in the Collateral.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized signatory on the date first set forth above.

CIT LENDING SERVICES CORPORATION,
as Assignor

By: 

Name:

Title:

ANDREW GIANGRAVE


MANAGING DIRECTOR

CIT GROUP

SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 004803 FRAME: 0737

GLEACHER PRODUCTS CORP.,
as Assignee

By: 
Name: _____
Title: _____

JOANNA ANDERSON
AUTHORIZED SIGNATORY

SCHEDULE A
to
ASSIGNMENT OF TRADEMARK
SECURITY AGREEMENT

TRADEMARKS

Country	Trademark	Reg. No.	Reg. Date
United States	CHEF AT TABLE (Design Only)	2,119,781	12/09/1997