

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Volume Services America, Inc.		10/16/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	76476222	CENTERPLATE
Serial Number:	76483132	C
Serial Number:	76533671	GO GOURMET!
Serial Number:	78321153	GO GOURMET! A CENTERPLATE BRAND
Serial Number:	78289764	FLIP SIDE GRILL
Serial Number:	78321162	FLIP SIDE GRILL A CENTERPLATE BRAND
Serial Number:	78324295	TASTE OF THE EAST
Serial Number:	78338316	ALFRESCO
Serial Number:	78465746	THE FAN STAND
Serial Number:	77802124	QUE3ST
Serial Number:	77874608	CRAVEABLE EXPERIENCES. RAVEABLE RESULTS.
Serial Number:	85116899	CENTERPLATE STIR
Serial Number:	85116890	CENTERPLATE STIR
Serial Number:	85696838	CHUG BOTTOMLESS SODA

CH \$590.00 76476222

Serial Number:	85340683	FPI
Serial Number:	85681882	FLYING TURTLE
Serial Number:	85681905	FLYING TURTLE CANTINA
Serial Number:	85536081	GUESTCONNECT
Serial Number:	85536085	GUESTCONNECT ENGAGEMENT MARKETING
Serial Number:	85340326	HARRY'S SMOKEHOUSE BURGERS & BBQ
Serial Number:	85696841	MUNCH ENDLESS POPCORN
Serial Number:	78410663	TORTILLA JUNCTION
Serial Number:	78324293	SANDWICH ZONE

CORRESPONDENCE DATA

Fax Number: 3129021061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-577-8438
Email: raquel.pena@kattenlaw.com
Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman
Address Line 1: 525 W. Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-528
NAME OF SUBMITTER:	Raquel Pena
Signature:	/Raquel Pena/
Date:	10/17/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 16, 2012, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties thereto, the Lenders and the L/C Issuer from time to time party thereto, GE Capital, as Agent for the Lenders and the L/C Issuer, 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, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of the date hereof in favor of Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (other than Excluded Property), 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.

Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office, to the extent granting of a security interest therein would impair the validity or enforceability of, or void, such intent-to-use Trademark application or any registration issuing therefrom under applicable federal law.

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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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. If there is a conflict between this agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks 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, 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.

Very truly yours,

VOLUME SERVICES AMERICA, INC., as
Grantor

By: 
Name: Kevin F. McNamara
Title: Executive Vice President & CFO

Trademark Security Agreement (Volume Services America, Inc.)

TRADEMARK
REEL: 004883 FRAME: 0005

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Daniel J. Landis*
Name: Daniel J. Landis
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

Owner	Trademark	Application #	Application Date	Registration #	Registration Date
Volume Services America, Inc.	CENTERPLATE	76/476222	18 Dec 2002	2848933	01 Jun 2004
Volume Services America, Inc.	STYLIZED "C" WITH INSET SPOON DESIGN	76/483132	17 Jan 2003	2950891	23 May 2005
Volume Services America, Inc.	GO GOURMET!	76/533671	31 Jul 2003	2914967	28 Dec 2004
Volume Services America, Inc.	GO GOURMET! (DESIGN)	78/321153	30 Oct 2003	3009456	25 Oct 2005
Volume Services America, Inc.	FLIP SIDE GRILL	78/289764	20 Aug 2003	3096341	23 May 2006
Volume Services America, Inc.	FLIP SIDE GRILL (DESIGN)	78/321162	30 Oct 2003	3030240	13 Dec 2005
Volume Services America, Inc.	TASTE OF THE EAST	78/324295	06 Nov 2003	3121466	25 Jul 2006
Volume Services America, Inc.	ALFRESCO	78/338316	09 Dec 2003	2965046	05 Jul 2005
Volume Services America, Inc.	THE FAN STAND	78/465746	11 Aug 2004	3110326	27 Jun 2006
Volume Services America, Inc.	QUE3ST (STYLIZED)	77/802124	11 Aug 2009	4056779	15 Nov 2011
Volume Services Americas, Inc.	CRAVEABLE EXPERIENCES, CRAVEABLE RESULTS	77/874608	17 Nov 2009	4029364	20 Sep 2011
Volume Services America, Inc.	CENTERPLATE STIR	85/116899	26 Aug 2010	4147296	22 May 2012
Volume Services America, Inc.	CENTERPLATE STIR (Design)	85116890 (ITU)	26 Aug 2010	N/A	
Volume Services America, Inc.	CHUG BOTTOMLESS SODA	85696838 (ITU)	7 Aug 2012	N/A	
Volume Services	FPI	85/340683 (ITU)	8 Jun 2011	N/A	

Owner	Trademark	Application #	Application Date	Registration #	Registration Date
America, Inc.					
Volume Services America, Inc.	FLYING TURTLE	85681882 (ITU)	19 Jul 2012	N/A	
Volume Services America, Inc.	FLYING TURTLE CANTINA & DESIGN	85681905 (ITU)	19 Jul 2012	N/A	
Volume Services America, Inc.	GUEST CONNECT	85536081 (ITU)	7 Feb 2012	N/A	
Volume Services America, Inc. dba Centerplate	GUEST CONNECT MARKETING	85536085 (ITU)	7 Feb 2012	N/A	
Volume Services America, Inc.	HARRYS SMOKEHOUSE BURGERS & BBQ	85340326 (ITU)	6 Jun 2011	N/A	
Volume Services America, Inc.	MUNCH ENDLESS POPCORN	85696841 (ITU)	7 Aug 2012	N/A	
Volume Services America, Inc.	SANDWICH ZONE	78324293	6 Nov 2003	3121465	25 July 2006
Volume Services America, Inc.	TORTILLA JUNCTION	78410663	29 Apr 2004	3040315	10 Jan 2006

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