

01/31/2015



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/12)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103671090

TRADEMARKS ONLY

01/29/15

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ARLINGTON SERVICES, INC.

- Individual(s)
- Partnership
- Corporation- State: DELAWARE
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) DECEMBER 15, 2010

- Assignment
- Security Agreement
- Other IP Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LSG LUFTHANSA SERVICE HOLDING AG

Street Address: Dornhofstraße 38

City: Neu-Isenburg

State:

Country: GERMANY

Zip: 63263

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other COMPANY Citizenship GERMANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3,499,501

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

MAKING TIME FLY

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: KAY LYN SCHWARTZ

Internal Address: GARDERE WYNNE SEWELL LLP
3000 THANKSGIVING TOWER

Street Address: 1601 ELM STREET

City: DALLAS

State: TEXAS

Zip: 75201-4761

Phone Number: 214-999-4702

Docket Number: 61636-3137

Email Address: lp@gardere.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$40.00

Authorized to be charged to deposit account

Enclosed

8. Payment Information:

Deposit Account Number 07-0153

Authorized User Name KAY LYN SCHWARTZ

9. Signature:

Kay Lyn Schwartz
Signature

01 FC:8521 1-29-15 10:00 AM

Date

KAY LYN SCHWARTZ

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005455 FRAME: 0005

INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT

This INTELLECTUAL PROPERTY ASSET PURCHASE AGREEMENT, is entered into on December 15, 2010 by and among LSG Lufthansa Service Holding AG, a company organized under the laws of the Germany ("Purchaser") and Arlington Services, Inc., a Delaware corporation ("Seller").

This Agreement sets forth the terms and conditions upon which Seller will sell to Purchaser, and Purchaser will purchase from Seller, certain intellectual property, as specified on Schedule A attached hereto (the "Intellectual Property"), and Purchaser will assume certain liabilities related to the Intellectual Property upon the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE I

DEFINITIONS AND TERMS

1.1 Specific Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" means this Intellectual Property Asset Purchase Agreement, as the same may be amended or supplemented from time to time in accordance with the terms of this Agreement.

"Intellectual Property" has the meaning specified on Schedule A attached hereto.

"Judgments" means any judgments, injunctions, orders, writs, rulings or awards of any court or other judicial authority or any governmental, administrative or regulatory authority of competent jurisdiction.

"Laws" means any federal, state, local or foreign law, statute, ordinance, rule, regulation, order or decree.

"Material Adverse Effect" means a material adverse effect on the Intellectual Property, taken as a whole.

"Purchaser Indemnified Party" means Purchaser, directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"Seller Indemnified Party" means Seller, Seller's respective Affiliates, directors, officers, shareholders, attorneys, accountants, agents and employees, and their respective heirs, successors and assigns.

"To the knowledge of Seller" means to the actual knowledge of Seller's officers.

ARTICLE II

TRANSFER OF ASSETS AND OBLIGATIONS

2.1 Purchase and Sale of the Intellectual Property. (a) Upon the terms and subject to the conditions of this Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all Seller's right, title and interest in and to the Intellectual Property, as specified on Schedule A, together with all common law rights connected thereto and all rights of action, powers, benefits and immunities belonging to the same wherever in the world, including the right to sue for and obtain damages and other relief in respect of any act of infringement and other causes of action (whether past, present or future) of or relating to the Intellectual Property or any part thereof and the violation of any common law rights connected with the Intellectual Property.

2.2 Assumption of Rights and Obligations. Upon the terms and subject to the conditions of this Agreement, Seller agrees to assign all rights and Purchaser agrees to assume all obligations whatsoever, that relate to the Intellectual Property, including but not limited to the contracts and agreements listed in Schedule B hereto (the "Assumed Rights and Obligations").

2.3 Consideration; Effective Date. Purchaser agrees, within thirty (30) days from the effective date of this Agreement, to deliver to Seller, in full payment for the aforementioned sale, conveyance, assignment, transfer and delivery of the Intellectual Property and the assumption of the Assumed Liabilities, + (the "Purchase Price").

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows:

3.1 Organization. Seller is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization and has all requisite power and authority to carry on its business as it is now being conducted and to own and operate the Intellectual Property as and in the places where now conducted, owned or operated. Seller is duly licensed or qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the ownership or operation of the Intellectual Property or the conduct of its business requires such qualification, except where the failure to be so qualified or licensed or in good standing, as the case may be, would not, individually or in the aggregate, have a Material Adverse Effect.

3.2 Authorization. Seller has the requisite power and authority to execute and deliver this Agreement and to perform the obligations under this Agreement. The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary action of Seller, and no additional authorization on the part of Seller is necessary in connection with the execution, delivery and performance by Seller of this Agreement.

3.3 Binding Effect. This Agreement has been duly executed and delivered by Seller and is a legal, valid and binding obligation of Seller, enforceable against Seller in

accordance with its terms, subject to applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and to general principles of equity.

3.4 Intellectual Property. Schedule A contains a complete and correct list of all Intellectual Property which is the subject of this transfer and all such Intellectual Property is owned by Seller without any encumbrances or rights of third parties other than the rights of those third parties licensed to use the Intellectual Property.

(a) With respect to the Intellectual Property set forth on Schedule A, (i) there are no outstanding claims by Seller against third parties regarding infringement or other violation of the registered Intellectual Property; (ii) Seller has received no written notice of any outstanding claims by third parties that Seller's use of the Intellectual Property identified on Schedule A infringes or otherwise violates the rights of a third party. (iii) all fees, if any, to the relevant patent and trademark offices and any other relevant register regarding the registered Intellectual Property that are due and payable on or before the date of this Agreement have been paid in full; (iv) none of the registered Intellectual Property is the subject of any pending proceedings for opposition, cancellation or revocation; and (v) no proceedings have been instituted to the knowledge of Seller or are pending which challenge the validity or enforceability of the registered Intellectual Property.

(b) Excluded from the representations of Section 3.4 are the use or misuse of the Intellectual Property by Purchaser or one of its affiliates other than Seller or Sky Chefs, Inc. or which Purchaser has knowledge of information or facts which renders such representation by Seller as untrue.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

4.1 Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

4.2 Authorization. Purchaser has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action of Purchaser and no additional authorization on the part of Purchaser is necessary in connection with the execution, delivery and performance by Purchaser of this Agreement.

4.3 Binding Effect. This Agreement has been duly executed and delivered by Purchaser and is a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with their respective terms, subject to applicable bankruptcy, insolvency and similar Laws affecting creditors' rights generally and to general principles of equity.

ARTICLE V

INDEMNIFICATION

5.1 Indemnification by Seller. (a) Subject to the provisions of this Article V, Seller agrees to pay and to indemnify fully, hold harmless and defend Purchaser Indemnified Party from and against any and all claims and/or liabilities, damages, penalties, Judgments, assessments, losses, costs and expenses (including reasonable attorneys' fees but excluding lost profits or other consequential damages) (collectively, "Damages") arising out of or relating to:

(i) any material inaccuracy or breach of any representation or warranty of Seller contained in this Agreement;

(ii) any material breach of any agreement of Seller contained in this Agreement;

(b) At the request of Purchaser, Seller shall provide all such reasonable assistance as the Purchaser may request to enable the Purchaser to resist any action, claim or proceeding brought against the Purchaser as a consequence of such breach.

(c) The right to indemnification provided for in this Section 5.1 shall be the exclusive remedy of all Purchaser Indemnified Parties with respect to the transactions contemplated under this Agreement for any inaccuracy or breach of any representation or breach of any covenant or agreement of this Agreement.

5.2 Indemnification by Purchaser. a) Subject to the provisions of this Article V, Purchaser agrees to pay and to indemnify fully, hold harmless and defend each Seller Indemnified Party from and against any and all claims and/or Damages arising out of or relating to:

(i) any material inaccuracy or breach of any representation Purchaser contained in this Agreement;

(ii) any material breach of any agreement of Purchaser contained in this Agreement;

(iii) the Assumed Liabilities; and

(iv) the Intellectual Property.

(b) This Section 5.2 shall be the exclusive remedy of all Seller Indemnified Parties with respect to the transactions contemplated under this Agreement for any inaccuracy or breach of any representation or breach of any covenant or agreement of this Agreement or for Damages arising out of or relating to the Assumed Liabilities and the Intellectual Property.

5.3 Other Assistance. (a) Upon the terms and subject to the conditions contained herein, Seller shall sell, convey, transfer, assign and deliver to Purchaser all of Seller's right, title and interest in, to and under the Intellectual Property, pursuant to various assignment documents as required by the relevant local jurisdictions. In addition, Seller agrees to execute

and deliver on or after the date hereof, any such additional assignment documents or other documents as Purchaser may reasonably request in order to affect and record the transfer of the Intellectual Property in the relevant jurisdictions.

(b) No later than thirty (30) days after the date of this Agreement, Seller shall procure delivery (including by mail) to the Purchaser at the address set forth in Section 6.7, of any documents which it may have in its possession relating to the prosecution and grant of the Intellectual Property and any oppositions or other challenges to them. Purchaser shall inform Seller of the contact names and addresses of those agents of Purchaser who shall thereafter be responsible for matters arising out of this Agreement and for the Intellectual Property.

(c) Seller shall from the date of this Agreement, and shall instruct its agents that they should from the date of this Agreement.

(i) and until the date upon which Purchaser has been recorded as proprietor of or applicant for the Intellectual Property:

(1) take all steps necessary to renew the Intellectual Property for the benefit of the Purchaser.

(2) Promptly pass on to the relevant contact(s) of Purchaser any notices received by Seller relating to the prosecution or maintenance of any of the Intellectual property; and

(ii) inform Purchaser of any official actions and similar items which are due in relation to the Intellectual Property within the period expiring two months after the date of this Agreement.

(d) For a period of twelve months from the date of this Agreement, Seller agrees to provide reasonable assistance to Purchaser on request, in connection with any opposition or challenge to any of the Intellectual Property (including by way of example a claim that any grant of them is invalid), in connection with any claim that use of any of the Intellectual Property by Seller infringes the rights of any third party and in connection with maintaining proper registration of the Intellectual Property. Any expenses incurred by Seller in providing this assistance shall be promptly reimbursed to it by Purchaser, following production of reasonable evidence of the expenses. The Seller shall not however be required to join as a party to any litigation unless it is first given an indemnity in a form reasonably acceptable to it by Purchaser.

(e) Purchaser hereby agrees that it will bear all costs and expenses associated with preparing and recording the assignment documents as required by applicable Law.

ARTICLE VI

GENERAL PROVISIONS

6.1 Commercially Reasonable Efforts. Each party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under the applicable laws or otherwise required to be taken or done by it to consummate the transactions contemplated hereby.

6.2 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, assigns, and Affiliates, but shall not be assignable by any party hereto without the prior written consent of the other parties hereto.

6.3 Waiver. No party may waive any of the terms or conditions of this Agreement except by an instrument in writing, duly signed by each of the parties.

6.4 Entire Agreement; Amendment. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, among the parties hereto and their affiliates with respect to the matters set forth in this Agreement. This Agreement may not be amended except by an instrument in writing signed by each party to this Agreement.

6.5 Governing Law. This agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware, United States of America, regardless of conflict of law principles thereof.

6.6 Consent to Jurisdiction. All disputes, litigation, proceedings or other legal actions by any party to this Agreement in connection with or relating to this Agreement or any matters described or contemplated in this Agreement shall be instituted in the courts of the State of Delaware or of the United States of America sitting in the State of Delaware. Each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of the State of Delaware and of the United States of America sitting in the State of Delaware in connection with any such dispute, litigation, action or proceeding arising out of or relating to this Agreement.

6.7 Notices. Any notices or other communications required or permitted under this Agreement or otherwise in connection herewith shall be in writing and shall be deemed to have been duly given when delivered in person or upon confirmation of receipt when transmitted by facsimile transmission or on receipt after dispatch by registered or certified mail, postage prepaid, addressed, as follows:

If to Seller:

Arlington Services, Inc.
c/o Sky Chefs Inc.
6191 North State Highway 161
Irving, Texas 75038
USA
Attention: Legal Department
Facsimile: +1 972 793 9636

If to Purchaser to:

LSG Lufthansa Service Holding AG
Dornhofstraße 38
63263 Neu-Isenburg
Germany
Attention: Legal Department
Facsimile: +49 6102 240 449

or such other address as the person to whom notice is to be given has furnished in writing to the other parties. A notice of change in address shall not be deemed to have been given until received by the addressee.


6.8 Headings and Schedules. The descriptive headings of the several Articles and Sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement. The disclosure or inclusion of any matter or item on any Schedule shall not be deemed an acknowledgment or admission that any such matter or item is required to be disclosed or is material for purposes of the representations and warranties set forth in this Agreement.

6.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

6.10 Severability. If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Agreement shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

Each of the parties to this Agreement has caused this Agreement to be executed on its behalf by its duly authorized officer, all as of the day and year first above written.

ARLINGTON SERVICES, INC.

By: 
Name: **Thomas J. Lee**
Title: **President**

LSG LUFTHANSA SERVICE HOLDING AG

By: _____
Name: **Walter Gehl**
Title: **CEO**

By: _____
Name: **Jens Theuerkorn**
Title: **CFO**

SCHEDULE A

INTELLECTUAL PROPERTY

Intellectual Property means:

(a) LSG Sky Chefs and SKY Bistro together with:

(1) all related business and trade names, logos and designs, brand names, slogans and domain names;

(2) all related copyrights, copyright registrations, tradenames, trade dress, trademarks and service marks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), registrations and applications for trademarks;

(b) all related trade secrets and other rights in, know-how and confidential or proprietary information, excluding Customer-based Intangibles, and including but not limited to, manufacturing and engineering information relating the Intellectual Property contained herein.

(c) rights in the Global Systems Solutions, including, but not limited to software (e.g. SMART, Revenue Management Model, and Web Content Management (WCM));

(d) rights, know-how and processes, including, but not limited to, all industrial and intellectual property rights relating to know-how and processes as package of non-patented and non-registered practical information resulting from experience and testing, as far as it is substantial and identified in written instructions, whether or not such information is registered or kept secret (e.g. Lean, training manuals and best practices);

For the avoidance of doubt, Intellectual Property does not include unregistered patents and with respect to business and trade names, any logos and designs, brand names, slogans and domain names, trade dress, related trademarks, trade secrets and other rights in, know-how and confidential or proprietary information copyrights, copyright registrations, and service marks (whether registered, unregistered or existing at common law and used with goods or services and including goodwill attaching to such trademarks), related to SCIS Air Security and Supply Chain Solutions retail business, including but expressly not limited to:

#12/909656 Method for Catering an Aircraft Patent Application

#76/680114 Caterair Trademark Application

#76/699982 DeliFresh Café A New Leaf In Fresh Food stylized and design

#704320 Deli-icious Sandwiches Salads Wraps and design

Registered Marks

Official No.	Title	Property Type	Country
7708143	FOOD AND BEVERAGE CONTAINER	Patent	United States of America
113884	FOOD CONTAINER (SKY)	Design	Canada
113885	FOOD CONTAINER (FLY)	Design	Canada
113888	FOOD CONTAINER (FUN)	Design	Canada
21939	FOOD CONTAINER (SKY)	Design	Mexico
29138	FOOD CONTAINER (FLY)	Design	Mexico
21937	FOOD CONTAINER (FUN)	Design	Mexico
2796369	IN-FLIGHT CAFÉ	Trademark	United States of America
2803827	IN-FLIGHT CAFÉ	Trademark	United States of America
2311667	LSG SKY CHEFS	Trademark	United States of America
3197911	IN-FLIGHT CAFE SKYFUN and design	Trademark	United States of America
3499501	MAKING TIME FLY (child)	Trademark	United States of America
3875234	CAFEPLUS stylized	Trademark	United States of America
D529376	FOOD CONTAINER (SKY)	Design Patent	United States of America
D528905	FOOD CONTAINER (FLY)	Design Patent	United States of America
D529726	FOOD CONTAINER (FUN)	Design Patent	United States of America
VA1342558	TRIVIA COMBO BOX (yellow SKY)	Copyright	United States of America
VA1342560	TRIVIA COMBO BOX (yellow FUN)	Copyright	United States of America
VA1342559	TRIVIA COMBO BOX (yellow FLY)	Copyright	United States of America
VA1334204	TRIVIA COMBO BOX (red SKY)	Copyright	United States of America
VA1341054	TRIVIA COMBO BOX (red FLY)	Copyright	United States of America
VA1342561	TRIVIA COMBO BOX (red FUN)	Copyright	United States of America
D575637	GAS CAN BOX	Design Patent	United States of America
783158	LSG SKY CHEFS	Trademark	Australia
306227	LSG SKY CHEFS and design	Trademark	New Zealand
306228	LSG SKY CHEFS and design	Trademark	New Zealand
306229	LSG SKY CHEFS and design	Trademark	New Zealand
783160	SKY CHEFS	Trademark	Australia
TMA680199	IN-FLIGHT CAFÉ	Trademark	Canada
TMA744440	IN-FLIGHT CAFÉ	Trademark	Canada
939462	IN-FLIGHT CAFÉ (Class 29)	Trademark	Mexico
1009720	IN-FLIGHT CAFÉ (Class 30)	Trademark	Mexico
004839098	MAKING TIME FLY	Trademark	European Community

SCHEDULE B

ASSUMED RIGHTS AND OBLIGATIONS

License Agreement between Arlington Services, Inc. and Sky Chefs, Inc., dated December 24, 2003.

[Assignment contingent on consent from Sky Chefs, Inc.]