

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408380

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HPSI PURCHASING SERVICES LLC		12/08/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT AND COLLATERAL AGENT		
Street Address:	10 S. DEARBORN ST., 7TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3258205	MENU2U PLUS.COM	
Registration Number:	3495537	C.U.R.B.	
Registration Number:	2381405	HPSI	
Registration Number:	1938582	MENU SERVICE	
Registration Number:	1790317	HPSI	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(212) 455-2816		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Monica Chan, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	004725/0033		
NAME OF SUBMITTER:	Monica Chan		
SIGNATURE:	/mc/		

CH \$140.00 3258205

DATE SIGNED:	12/09/2016
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Total Attachments: 5

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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of December 8, 2016, is made by HPSI PURCHASING SERVICES LLC (the "New Grantor"), a Delaware limited liability company, in favor of JPMORGAN CHASE BANK, N.A., a national banking association, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (in such capacity, the "Agent").

WHEREAS, Aramark Intermediate Holdco Corporation ("Holdings"), a Delaware corporation, ARAMARK Services, Inc. ("ARAMARK"), a Delaware corporation, ARAMARK CANADA LTD., a company organized under the laws of the Province of Ontario, Canada, ARAMARK INVESTMENTS LIMITED, a limited company organized under the laws of England and Wales, ARAMARK IRELAND HOLDINGS LIMITED, a company incorporated under the laws of Ireland, each subsidiary of ARAMARK that, from time to time, becomes a party thereto, the Lenders, JP MORGAN CHASE BANK, N.A., as LC Facility Issuing Bank, the Agent and the other parties thereto have entered into the Credit Agreement, dated as of January 26, 2007, as amended and restated as of March 26, 2010, as further amended and restated as of February 24, 2014 and as amended by Amendment Agreement No. 1, dated as of March 28, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Grantors (as defined therein) have executed and delivered the U.S. Pledge and Security Agreement, dated as of January 26, 2007 (as amended, restated, supplemented, including by Supplement No. 3 dated as of December 7, 2016, or otherwise modified from time to time, the "Pledge and Security Agreement"), in favor of the Agent;

WHEREAS, in connection with Section 11.14 of the Pledge and Security Agreement and Section 5.11 of the Credit Agreement, the New Grantor executed that Supplement No. 3, dated as of the date hereof, to the Pledge and Security Agreement, pursuant to which the New Grantor is required to execute and deliver this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement, the New Grantor agrees as follows:

SECTION 1. Definitions. Capitalized term used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. The New Grantor hereby grants to the Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and Lien on all of the New Grantor's right, title and interest in and to the Trademarks of the New Grantor listed on Schedule A attached hereto.

SECTION 3. Purpose. This Agreement has been executed and delivered by the New Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties pursuant to the Pledge and Security Agreement, and is expressly subject to the

terms and conditions thereof. The Pledge and Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The New Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Pledge and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Pledge and Security Agreement, the terms of the latter agreements shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the New Grantor and the Agent have duly executed this Agreement as of the day and year first above written.

HPSI PURCHASING SERVICES LLC

By: 

Name: Brian P. Pressler

Title: Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005945 FRAME: 0431

JPMORGAN CHASE BANK, N.A.
as Agent


By: Lauren Baker
Name: Lauren Baker
Title: Vice President

[Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 005945 FRAME: 0432

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	Serial No.	Reg. No.
HPSI Purchasing Services LLC	MENU2U PLUS.COM	78897447	3258205
HPSI Purchasing Services LLC	C.U.R.B.	77383894	3495537
HPSI Purchasing Services LLC		75817777	2381405
HPSI Purchasing Services LLC	MENU SERVICE	74609640	1938582
HPSI Purchasing Services LLC	HPSI	74220785	1790317