

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458848

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Classic Vending, Inc.		01/19/2018	Corporation: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Compass Group USA, Inc.		
<b>Street Address:</b>	2400 Yorkmont Road		
<b>Internal Address:</b>	Attn: Kathy Keller		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28217		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87033282	WW WORKWELL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7042955389		
<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>			
<b>Phone:</b>	704-328-2838		
<b>Email:</b>	legal.trademarks-copyrights@compass-usa.com		
<b>Correspondent Name:</b>	Compass Group USA, Inc.		
<b>Address Line 1:</b>	2400 Yorkmont Road		
<b>Address Line 2:</b>	Attn: Kathy Keller		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28217		
<b>NAME OF SUBMITTER:</b>	Kathy Keller		
<b>SIGNATURE:</b>	/kathy keller/		
<b>DATE SIGNED:</b>	01/22/2018		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is made and entered into as of January 19, 2018, by and between Classic Vending, Inc., an Illinois corporation ("Assignor"), and Compass Group USA, Inc. by and through its Canteen Division, a Delaware corporation ("Assignee"). Assignee and Assignor are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

A. This Assignment is being entered into (i) in connection with that certain Asset Purchase Agreement, dated as of the date hereof (as amended, restated, or otherwise modified from time to time, the "Purchase Agreement"), by and among the Assignee, BW Outfitters, LLC d/b/a Tradecraft Outfitters and Workwell Food and Beverage, an Illinois limited liability company ("Tradecraft"), and the other parties signatory thereto, and (ii) consistent with that certain Contribution Agreement, dated as of May 20, 2016, by and among Assignor, Tradecraft and Workwell Equities, LLC. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings ascribed to such terms in the Purchase Agreement.

B. This Assignment is being executed and delivered by the Parties in connection with the consummation of the transactions contemplated by the Purchase Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment by Assignee of the consideration to be stipulated in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in, to, and under the intellectual property described on Exhibit A attached hereto (collectively, the "Assigned IP"), including the following rights and interests related to the Assigned IP:

(a) all of Assignor's worldwide right, title, and interest in and to all patents, patent applications, inventions, discoveries, improvements, technology, proprietary information, know how, methods, processes, techniques, and trade secrets of any kind or nature conceived of or used in connection with or otherwise relating to the Assigned IP (collectively, the "Inventions"), including all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) all of Assignor's worldwide right, title and interest in and to all names, tradenames, trademarks, trademark registrations, service marks, logos, and all other identifying indicia created by Assignor in connection with the Assigned IP, and any and all applications and/or registrations therefor (collectively, the "Marks"), together with the goodwill of Assignor associated with, or arising from, the Marks and all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and

entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(c) all of Assignor's worldwide right, title and interest in and to all copyrights in or for any and all materials, writings, drawings, schematics, databases, graphics, molds, castings, devices, and any and all other copyrightable works of any kind or nature created by Assignor in connection with the Assigned IP, and any and all applications and/or registrations therefor (collectively, the "Copyrights") and all related common law rights, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(d) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action (in law or equity) with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Assignor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other governmental officials to record and register this Assignment upon request by Assignee. Assignor shall take such reasonable steps and actions following the date hereof as reasonably requested by Assignee, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to modify, limit, expand, supersede, or amend any rights or obligations of Assignor or Assignee under the Purchase Agreement. To the extent any conflict arises between any of the terms and provisions of this Assignment and any of the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that

would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

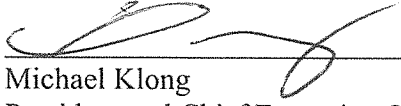
7. Amendment and Modification. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

[Signature Page Follows]

The Parties are signing this Assignment as of the date first set forth above.

**ASSIGNOR:**

CLASSIC VENDING, INC.

By:   
Name: Michael Klong  
Its: President and Chief Executive Officer

**ASSIGNEE:**

COMPASS GROUP USA, INC. by and  
through its Canteen Division

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**TRADEMARK**  
**REEL: 006256 FRAME: 0201**

The Parties are signing this Assignment as of the date first set forth above.

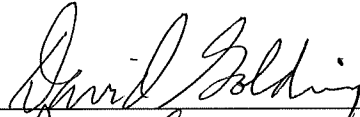
**ASSIGNOR:**

CLASSIC VENDING, INC.

By: \_\_\_\_\_  
Name: Michael Klong  
Its: President and Chief Executive Officer

**ASSIGNEE:**

COMPASS GROUP USA, INC. by and  
through its Canteen Division

By:   
Name: DAVID GOLDRING  
Its: CFO

**EXHIBIT A**  
**ASSIGNED IP**

Trademarks:

1. WW WORKWELL
  - a. Serial Number: 87033282
  - b. Filing Date: MaMay 11, 2016
  - c. Goods and Services: IC 043. US 100 101 – Rental, leasing and loaning of drink dispensing machines, namely, equipment related to coffee, tea and filtered water to businesses and offices; coffee, tea and condiment supply services to businesses and offices, namely, the supply of roasted coffee, cold brew, tea and beverages.