

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Aramark Cleanroom Services, Inc.	01/26/2007
Aramark Corporation	01/26/2007
Aramark Educational Services, Inc.	01/26/2007

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Collateral Agent
Street Address:	390 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 9

Property Type	Number
Patent Number:	D355988
Patent Number:	D488332
Patent Number:	D488649
Patent Number:	D488650
Patent Number:	D488651
Application Number:	11286048
Application Number:	09883540
Application Number:	10712816
Application Number:	11112987

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770

CH \$360.00 D355988

Email: matthew.mayer@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 748203

NAME OF SUBMITTER:

Matthew Mayer

Total Attachments: 6

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SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>DESCRIPTION</u>
ARAMARK Corporation	D355,988	Stackable/Nestable Bed
ARAMARK Corporation	D488,332	Module and Mounting Post for a Temporary Dining Unit
ARAMARK Corporation	D488,649	Module, Mounting Post, and Truss Assembly for a Temporary Dining Unit
ARAMARK Corporation	D488,650	Module, Mounting Post, and Dual Truss Assembly for a Temporary Dining Unit
ARAMARK Corporation	D488,651	Module for a Temporary Dining Unit

Applications:

<u>OWNER</u>	<u>APPLICATION NUMBER</u>	<u>DESCRIPTION</u>
ARAMARK Cleanroom Services, Inc.	11/286,048	Goggle Strap
ARAMARK Corporation	09/883,540	System and Method for Scheduling Events and Associated Products and Services
ARAMARK Corporation	10/712,816	Method of Assessing Institutional Needs
ARAMARK Educational Services, Inc.	11/112,987	Point of Sale and Declining Balance System, and Method, Having a Relay Server for Facilitating Communication Between Front-End Devices and Back-End Account Servers

Patent Security Agreement

This **Patent Security Agreement**, dated as of January 26, 2007, is made by ARAMARK CLEANROOM SERVICES, INC., ARAMARK CORPORATION and ARAMARK EDUCATIONAL SERVICES, INC. (individually, a "Pledgor" and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") pursuant to that certain Credit Agreement dated as of January 26, 2007 (the "Credit Agreement"), among RMK Acquisition Corporation ("Merger Sub" and, prior to the Merger, the "U.S. Borrower"), a Delaware corporation to be merged with and into ARAMARK Corporation, a Delaware corporation ("ARAMARK" and, after the Merger, the "U.S. Borrower"), ARAMARK Intermediate Holdco Corporation, a Delaware corporation ("Holdings"), ARAMARK Canada LTD., a company organized under the laws of Canada (the "Canadian Borrower"), ARAMARK Investments Limited, a limited company incorporated under the laws of England and Wales (the "U.K. Borrower"), ARAMARK Ireland Holdings Limited, a company incorporated under the laws of Ireland (the "Irish Borrower"), ARAMARK Holdings GMBH & CO. KG, a company organized under the laws of Germany (the "German-1 Borrower"), ARAMARK GMBH, a company organized under the laws of Germany (the "German-2 Borrower" and, together with the U.S. Borrower, the Canadian Borrower, the U.K. Borrower, the Irish Borrower and the German-1 Borrower, the "Borrowers"), each Subsidiary of ARAMARK that, from time to time, becomes a party thereto, the Lenders (as defined in Article I of the Credit Agreement), JPMorgan Chase Bank, N.A., as LC Facility Issuing Bank (in such capacity, the "LC Facility Issuing Bank"), the Issuing Banks named therein and the other parties thereto from time to time.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Pledgors and certain other subsidiaries of the Borrowers have executed and delivered a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Copyrights, Patents and Trademarks, and are required to execute and deliver this Patent Security Agreement; and

WHEREAS, the Pledgor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the Patents of such Pledgor, including those listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Security Agreement or release of any Pledgor or sale or assignment of any Patents in accordance with the terms of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor or Pledgors (as applicable) an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Patents under this Patent Security Agreement and shall duly execute, acknowledge, procure and deliver any further documents and shall do any further acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ARAMARK CLEANROOM SERVICES, INC.

By: Chris Holland
Name: Christopher S. Holland
Title: Treasurer

ARAMARK CORPORATION

By: Chris Holland
Name: Christopher S. Holland
Title: Service President and Treasurer

ARAMARK EDUCATIONAL SERVICES, INC.

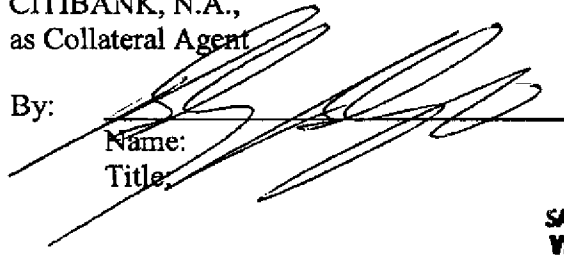
By: Chris Holland
Name: Christopher S. Holland
Title: Treasurer

[patent security agreement]

Accepted and Agreed:

CITIBANK, N.A.,
as Collateral Agent

By:



Name:
Title:

SANDY SALGADO
Vice President

[patent security agreement]

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