

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
QualServ Corporation	11/12/2008
RECEIVING PARTY DATA	
Name:	CIT Lending Services Corporation
Street Address:	505 Fifth Avenue
Internal Address:	4th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5715745
Patent Number:	5249435
CORRESPONDENCE DATA	
Fax Number:	(212)836-6337
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-836-7319
Email:	psomelofske@kayescholer.com
Correspondent Name:	Paul J. Somelofske c/o Kaye Scholer LLP
Address Line 1:	425 Park Avenue
Address Line 2:	16-06
Address Line 4:	New York, NEW YORK 10022-3598
ATTORNEY DOCKET NUMBER:	09711-0016
NAME OF SUBMITTER:	Paul J. Somelofske

Total Attachments: 3
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SECURITY AGREEMENT

(PATENTS)

WHEREAS, QualServ Corporation, a Delaware corporation (herein referred to as "Grantor"), owns the letters patent, and/or applications for letters patent, of the United States, more particularly described on Schedule 1 annexed hereto as part hereof (the "Patents");

WHEREAS, Grantor is obligated to CIT Lending Services Corporation, a Delaware corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Amended and Restated Omnibus Pledge and Security Agreement dated as of November 12, 2008 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Patents, together with any reissue, continuation, continuation-in-part or extension thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Patents (the "Collateral"), to secure the prompt payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 505 Fifth Avenue, 4th Floor, New York, NY 10017.

IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 12 day of November, 2008.

QUALSERV CORPORATION

By: _____

Name: GJ

Title: CFO

GJ Maughan

SCHEDULE 1 TO SECURITY AGREEMENT

PATENTS

<u>Title</u>	<u>Date Issued</u>	<u>Patent No.</u>
Humidified and Heated Cabinet for Storing Food	02/10/1998	5,715,745
Refrigeration for Food Service	10/05/1993	5,249,435