



MAR 12/12/2003

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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings: [arrows]

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
KeyBank National Association
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Volume Services America, Inc.
Internal Address: 200 East Broad Street
Street Address:
City: Spartanburg State: SC Zip: 29306
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 12/10/03

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) See Attached
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Susan Lake
Internal Address: King & Spalding LLP
Street Address: 191 Peachtree Street
City: Atlanta State: GA Zip: 30303

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41): \$ 710.00
 Enclosed Fees paid
 Authorized to be charged to deposit account

8. Deposit account number:

9. Signature.
Susan Lake
Name of Person Signing

Signature
12/11/03
Date
Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments

12/12/2003	00000169	0	8521	\$40.00	12/12/2003	CK
12/12/2003	00000170	0	8522	\$550.00	12/12/2003	CK ✓
12/12/2003	00000171	0	8523	\$120.00	12/12/2003	CK ✓

SCHEDULE B

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Application or Serial Number</u>	<u>Date of Issuance or Application</u>
Service America Corporation	Espresso Caffé	Reg. No. 2,103,946	10/07/97
Service America Corporation	Service America	Reg. No. 1,445,583	6/30/87
Service America Corporation	Service America and design	Reg. 2,350,496	5/16/00
Service America Corporation	Service America Corporation and flag design	Reg. No. 1,420,440	12/09/86
Volume Services, Inc.	The Batter's Eye	Reg. No. 2,324,853	2/29/00
Volume Services, Inc.	The Batter's Eye and design	Reg. No. 2,441,250	4/03/01
Volume Services, Inc.	Masterpiece Creations and design	Reg. No. 2,054,510	4/22/97
Volume Services, Inc.	Volume Services	Reg. 1,306,489	11/20/84
Volume Services, Inc.	"VS" Stylized	Reg. No. 1,270,401	3/13/84
Volume Services America, Inc.	VS (multiple V stylized) and design	Reg. No. 1,493,716	6/21/88
Volume Services America, Inc.	Get the Experience	Serial No. 76-438981	9/24/03
Volume Services America, Inc.	Centerplate	Serial No. 76-476222	11/11/03
Volume Services America, Inc.	Stylized "C" with Inset Spoon Design	Serial No. 76-483132	Application filed 1/17/03
Volume Services America, Inc.	Creating Something Special	Serial No. 76-521749	Application filed 6/10/03
Volume Services America, Inc.	Go Gourmet!	Serial No. 76-533671	Application filed 7/31/03
Volume Services America, Inc.	Go Gourmet! stylized or with design	Serial No. 78-321153	Application filed 10/30/03
Volume Services America, Inc.	Flip Side Grill	Serial No. 78-289764	Application filed 8/20/03
Volume Services America, Inc.	Flip Side Grill (stylized or with design)	Serial No. 78-321162	Application filed 10/30/03
Volume Services America, Inc.	Top Dog (stylized or with design)	Serial No. 78-313276	Application filed 10/14/03

Volume Services America, Inc.	The Sandwich Zone	Serial No. 78-324293	Application filed 11/6/03
Volume Services America, Inc.	Taste of the East	Serial No. 78-324295	Application filed 11/6/03
Volume Services America Holdings, Inc.	Volume Services America	Reg. No. 2,402,553	11/07/00
Volume Services America Holdings, Inc.	Volume Services America and design	Reg. No 2,433,973	3/06/01

Execution Copy**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 2003, is made by each of the grantors signatory hereto (each a "Grantor" and collectively, the "Grantors"), in favor of KeyBank National Association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the that certain Credit Agreement, dated as the date hereof, among VOLUME SERVICES AMERICA, INC. (the "Borrower"), VOLUME SERVICES AMERICA HOLDINGS, INC., the Lenders, the Agent, the Fronting Bank and the Swingline Lender (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

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

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Security Agreement, dated as of the date hereof, in favor of the Agent (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"; capitalized terms used herein but not otherwise defined shall have the meanings assigned to such terms in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all of its Intellectual Property; and

WHEREAS, it is condition under the Credit Agreement that each Grantor execute and deliver this Agreement in furtherance of each such Grantor's pledge and grant of a security interest in all of its Intellectual Property;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other extensions of credit to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, each Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Agent on its behalf and on behalf of the Lenders and grants to the Agent on its behalf and on behalf of the Lenders a continuing security interest in and to, all of its rights in and to, the Intellectual Property (including, without limitation, each of the Patents, Trademarks and Copyrights set forth on Schedules A, B and C, respectively, hereto).

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**TRADEMARK
REEL: 002813 FRAME: 0573**

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office (with respect to the security interests in Patents and Trademarks) and the United States Copyright Office (with respect to the security interest in Copyrights). The security interests granted hereby have been granted to the Lenders in connection with the Security Agreement and are expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interests in the Intellectual Property granted hereby are more fully set forth in the Credit Agreement and the 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.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers as of the day and year first above written.

Signed, sealed, and delivered on this 10th day of December, 2003.

VOLUME SERVICES AMERICA, INC., a Delaware corporation

Barrett D. Massey
Notary Public

By: Kenneth R. Frick
Name: Kenneth R. Frick
Title: Chief Financial Officer

[Seal] **BARRETT D. MASSEY**
Notary Public, State Of New York
No. 01MA6079999
Qualified In New York County
Commission Expires September 3, 2006

Signed, sealed, and delivered on this 10th day of December, 2003.

VOLUME SERVICES AMERICA HOLDINGS, INC., a Delaware corporation

Barrett D. Massey
Notary Public

By: Kenneth R. Frick
Name: Kenneth R. Frick
Title: Chief Financial Officer

[Seal] **BARRETT D. MASSEY**
Notary Public, State Of New York
No. 01MA6079999
Qualified In New York County
Commission Expires September 3, 2006

Signed, sealed, and delivered on this 10th day of December, 2003.

SERVICE AMERICA CORPORATION, a Delaware corporation

Barrett D. Massey
Notary Public

By: Kenneth R. Frick
Name: Kenneth R. Frick
Title: Chief Financial Officer

[Seal] **BARRETT D. MASSEY**
Notary Public, State Of New York
No. 01MA6079999
Qualified In New York County
Commission Expires September 3, 2006

Signed, sealed, and delivered on this 10th day of December, 2003.

VOLUME SERVICES, INC., a Delaware corporation

Barrett D. Massey
Notary Public

By: Kenneth R. Frick
Name: Kenneth R. Frick
Title: Chief Financial Officer

[Seal] **BARRETT D. MASSEY**
Notary Public, State Of New York
No. 01MA6079999
Qualified In New York County
Commission Expires September 3, 2006

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

**KEYBANK NATIONAL ASSOCIATION,
as Administrative Agent for the Lenders**

By: *Jeffrey Dineen*
Name: Jeffrey Dineen
Title: Portfolio Mgt. Officer

Signed, sealed, and delivered on this
10th day of December, 2003.

Rebecca F. Heidinger
Notary Public

[seal]

REBECCA F. HEIDINGER
NOTARY PUBLIC • STATE OF OHIO
My Commission Expires July 29, 2004

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

SCHEDULE A

PATENTS

None.

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SCHEDULE B

TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Application or Serial Number</u>	<u>Date of Issuance or Application</u>
Service America Corporation	Espresso Caffé	Reg. No. 2,103,946	10/07/97
Service America Corporation	Service America	Reg. No. 1,445,583	6/30/87
Service America Corporation	Service America and design	Reg. 2,350,496	5/16/00
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Volume Services America, Inc.	The Sandwich Zone	Serial No. 78-324293	Application filed 11/6/03
Volume Services America, Inc.	Taste of the East	Serial No. 78-324295	Application filed 11/6/03
Volume Services America Holdings, Inc.	Volume Services America	Reg. No. 2,402,553	11/07/00
Volume Services America Holdings, Inc.	Volume Services America and design	Reg. No 2,433,973	3/06/01
Volume Services America Holdings, Inc.	Volume Services America (Canada)	Reg. No. 1,159,603	Application filed 11/20/02
Volume Services America Holdings, Inc.	Volume Services America and design (Canada)	Reg. No. 1,159,602	Application filed 11/20/02
Volume Services America, Inc.	Stylized "C" with Inset Spoon Design (Canada)	Reg. No. 1,164,768	1/14/03
Volume Services America, Inc.	Centerplate (Canada)	Reg. No. 1,164,542	1/10/03

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SCHEDULE C

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None.

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