

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interstate Operating Company, LP		03/09/2007	LIMITED PARTNERSHIP:

**RECEIVING PARTY DATA**

Name:	Lehman Commercial Paper, Inc.
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2955315	BAG IT!
Registration Number:	1609083	DORAL
Registration Number:	1338517	DORAL
Registration Number:	2786926	MEET IN THE USA
Registration Number:	2773250	
Registration Number:	2791919	STAY IN THE USA
Registration Number:	2737725	WHERE OWNERSHIP MEANS EVERYTHING

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: thomas.feeney@weil.com, phyllis.depaola@weil.com  
 Correspondent Name: Weil, Gotshal & Manges c/o Thomas Feeney  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

**CH \$190.00 2955315**

ATTORNEY DOCKET NUMBER:	73683.0872
NAME OF SUBMITTER:	Thomas Feeney
Signature:	/Thomas Feeney/
Date:	04/05/2007
<b>Total Attachments: 5</b> source=Interstate Operating-Lehman TMExecuted TSA (IOC)_#1747466#page1.tif source=Interstate Operating-Lehman TMExecuted TSA (IOC)_#1747466#page2.tif source=Interstate Operating-Lehman TMExecuted TSA (IOC)_#1747466#page3.tif source=Interstate Operating-Lehman TMExecuted TSA (IOC)_#1747466#page4.tif source=Interstate Operating-Lehman TMExecuted TSA (IOC)_#1747466#page5.tif	

**TRADEMARK SECURITY AGREEMENT**, dated as of March 9, 2007, by the entity listed on the signature page hereof (the "*Grantor*"), in favor of LEHMAN COMMERCIAL PAPER INC. ("*LCPI*"), as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

**WITNESSETH:**

WHEREAS, pursuant to the Senior Secured Credit Agreement, dated as of March 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among INTERSTATE OPERATING COMPANY, L.P. (the "*Borrower*"), the Lenders and Issuers party thereto, LCPI, as administrative agent for the Lenders and Issuers, and the other agents party thereto, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is a party to the Guaranty pursuant to which it has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Security Agreement in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "*Trademark Collateral*"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

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

INTERSTATE OPERATING COMPANY, L.P.,  
*as Grantor*

By: \_\_\_\_\_


Name:

Title:

  
**Christopher L. Bennett**  
**Secretary**

ACCEPTED AND AGREED  
as of the date first above written:

LEHMAN COMMERCIAL PAPER INC.,  
*as Administrative Agent*

By:   
Name: \_\_\_\_\_  
Title: Francis X. Gilhool  
Authorized Signatory

**Schedule I  
to  
Trademark Security Agreement**

*Trademark Registrations*

<b>TRADEMARK</b>	<b>STATUS</b>	<b>APP. NO.</b>	<b>FILED</b>	<b>REG. NO.</b>	<b>REGISTERED</b>	<b>OWNER</b>
BAG IT! and Design	REGISTERED	76/461106	10/24/02	2955315	5/24/05	Interstate Operating Company, L.P.
DORAL	REGISTERED	73/783853	03/01/89	1609083	08/07/90	Interstate Operating Company, L.P.
DORAL	REGISTERED	73/500879	09/24/84	1338517	05/28/85	Interstate Operating Company, L.P.
MEET IN THE USA	REGISTERED	76/171171	11/27/00	2786926	11/25/03	Interstate Operating Company, L.P.
Miscellaneous Design (Design of a Splash)	REGISTERED	76/427581	7/3/02	2773250	10/14/03	Interstate Operating Company, L.P.
STAY IN THE USA	REGISTERED	76/171571	11/27/00	2791919	12/9/03	Interstate Operating Company, L.P.
WHERE OWNERSHIP MEANS EVERYTHING	REGISTERED	76/172930	11/29/00	2737725	7/15/03	Interstate Operating Company, L.P.