



## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 1998, is among PROSOURCE SERVICES CORPORATION ("ProSource"); and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION in its capacity as administrative agent under the Credit Agreement referred to below (in such capacity, the "Administrative Agent");

### WITNESSETH:

WHEREAS, concurrently with the execution of this Agreement, AmeriServe Food Distribution, Inc. (the "Company") has entered into a Third Amended and Restated Credit Agreement dated as of May 21, 1998 (as amended, extended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), which amends and restates a Second Amended and Restated Credit Agreement dated as of July 11, 1997, by and among the Company, the financial institutions from time to time party thereto (collectively the "Lenders" and individually each a "Lender"), and the Administrative Agent, pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Company;

WHEREAS, all obligations of the Company and the Subsidiaries as Guarantors under the Credit Agreement are secured pursuant to a Second Amended and Restated Security Agreement dated as of May 21, 1998 (as amended or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not defined herein are used as defined in the Security Agreement);

WHEREAS, as a condition precedent to the amendment and restatement of the Credit Agreement, ProSource is required to execute and deliver this Agreement to further confirm the grant to the Administrative Agent for the benefit of the Secured Parties of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities of ProSource;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ProSource agrees, for the benefit of the Administrative Agent and the other Secured Parties, as follows:

**SECTION 1 Grant of Security Interest.** To secure the payment in full of all Liabilities, ProSource 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 security interest in, all of ProSource's right, title and interest in and to the

following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing (including rights as licensee or lessee):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds, products, rents, profits and returns of, and all common law and other rights throughout the world associated with, any of the foregoing, including any claim by ProSource against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 2 Security Agreement.** This Agreement has been executed and delivered by ProSource for the purpose of registering the security interest of the Administrative Agent for the benefit of the Secured Parties in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for the benefit of the Secured Parties under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 3 Release of Security Interest.** Upon payment in full of all (other than Liabilities in the nature of continuing indemnification obligations) Liabilities and the termination of all commitments to create Liabilities, the Administrative Agent shall, at ProSource's expense, execute and deliver to ProSource all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral of ProSource that have been granted hereunder.

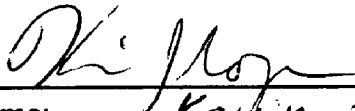
**SECTION 4 Acknowledgment.** ProSource hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 5 Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.


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

**PROSOURCE SERVICES CORPORATION**

By:   
Name: Kevin J. Rogan  
Title: Asst Secretary  
Address: 1500 San Remo Avenue  
Coral Gables, Florida 33146

**BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS ASSOCIATION,  
as Administrative Agent**

By:   
Name: R. Guy Stapleton  
Title: Managing Director  
Address: 231 South LaSalle Street  
Chicago, Illinois 60697

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	ProSource Distribution Services and Design	1,912,799	August 15, 1995

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
		None.	

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Products/ Services</u>
		None.		

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>

None.