

12-04-1998

FORM PTO-1594  
08/31/92

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

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

1. Name of conveying party(ies):  
Delta Transportation, Ltd.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - State - the state of Wisconsin  
 Other \_\_\_\_\_

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

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

Execution Date: May 21, 1998

2. Name and address of receiving party(ies):  
 Name: Bank of America National Trust and Savings Association - As Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 231 South LaSalle Street  
 City: Chicago State: IL ZIP: 60697

Individual(s) citizenship \_\_\_\_\_  
 Association National Trust and Savings Association  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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

4. Application number(s) or registration number(s): 75/321,257

A. Trademark Application No.(s) 75/321,257 B. Trademark registration No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Erich G. Rhyhart  
 Internal Address: \_\_\_\_\_  
 Street Address: Mayer, Brown & Platt  
P.O. Box 2828  
 City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) . . . . . \$ 40.00

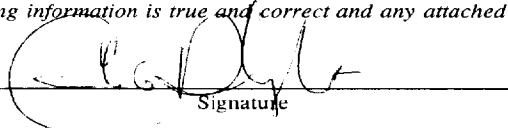
Enclosed  
 Authorized to be charged to deposit account for any additional fees

8. Deposit account number: 13-0019

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Erich G. Rhyhart  1 Dec 1998  
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 6

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

12/04/1998 TT0M11 00000011 75321257 Commissioner of Patents and Trademarks  
01 FC:481 40.00 CP Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington D.C. 20503.

(FORMSVEICVB)

TRADEMARK  
REEL: 1821 FRAME: 0743

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 1998, is among DELTA TRANSPORTATION, LTD. ("Delta"); 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, Delta 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 Delta;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Delta 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, Delta 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 Delta'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 Delta 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 Delta 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 Delta's expense, execute and deliver to Delta all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral of Delta that have been granted hereunder.

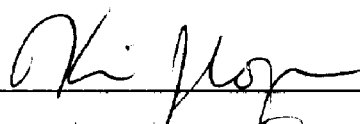
SECTION 4 Acknowledgment. Delta hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including 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.

[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 thereunto duly authorized as of the day and year first above written.

**DELTA TRANSPORTATION, LTD.**

By: 

Name: Kevin J. Rogan

Title: Secretary

Address: 1849 Wright Street  
Madison, Wisconsin 53704

**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>
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None.

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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United States	Omega Logistics	75-321,257	July 8, 1997
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Trademark Applications in Preparation

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