

MED 11/24/99



101211854

Attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Ameriserv Food Distribution, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?

- Yes
- No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 30, 1999

2. Name and address of receiving party(ies):

Name: Bank of America, National Association, as Administrative Agent

Internal Address: _____

Street Address: 231 South LaSalle Street

City: Chicago State: IL ZIP: 60697

- Individual(s) citizenship
- Association National
- 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):

A. Trademark Application No.(s)

75/687,809
75/657,446
75/657,441

B. Trademark registration No.(s)

1,735,572 1,516,722
2,035,845 2,177,285
1,779,374 2,184,587
1,981,302 1,912,799

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Joan L. Long

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: 11

7. Total fee (37 CFR 3.41) \$ 290

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

8. Deposit account number: 13-0019

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

11/30/1999 TTON11 00000201 1735572

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 DP
230.00 DP

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.

Joan L. Long
Name of Person Signing

Signature

11/24/99
Date

Total number of pages comprising cover sheet: 4

Do not detach this portion

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

Commissioner of Patents and Trademarks
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.

THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS THIRD AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 30, 1999, is between AMERISERVE FOOD DISTRIBUTION, INC., a Delaware corporation (the "Company"), and BANK OF AMERICA, NATIONAL ASSOCIATION (successor by merger to Bank of America National Trust and Savings Association), a national banking association, in its capacity as administrative agent under the Credit Agreement referred to below (in such capacity, the "Administrative Agent");

W I T N E S S E T H :

WHEREAS, the Company and the Administrative Agent entered into a Second Amended and Restated Trademark Security Agreement, dated as of May 21, 1998 (as heretofore amended, the "Company's Trademark Agreement"), which was recorded with the United States Patent and Trademark Office on December 3, 1998 at Reel 1822, Frame 0956;

WHEREAS, concurrently with the execution of this Agreement, the Company has entered into a Fourth Amended and Restated Credit Agreement, dated as of September 30, 1999 (as amended, extended, restated, supplemented or otherwise modified or replaced from time to time, the "Credit Agreement"), which amends and restates a Third Amended and Restated Credit Agreement, dated as of May 21, 1998, by and among the Company, the financial institutions from time to time party thereto (collectively the "Lenders"), 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, ProSource Services Corporation, a subsidiary of ProSource, Inc., merged with and into ProSource, Inc., a Subsidiary of the Company, effective on December 27, 1998, whereupon ProSource, Inc. merged with and into the Company effective on such date;

WHEREAS, ProSource Services Corporation and the Administrative Agent entered into a Trademark Security Agreement, dated as of May 21, 1998 (as heretofore amended, the "ProSource Trademark Agreement"), which was recorded with the United States Patent and Trademark Office on December 2, 1998 at Reel 1821, Frame 0659;

WHEREAS, the parties to the Company's Trademark Agreement wish to amend and restate the Company's Trademark Agreement to confirm the inclusion in the Trademark Collateral covered thereby of (i) the trademark collateral granted pursuant to the ProSource Trademark Agreement and (ii) certain new pending trademark applications of the Company;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company agrees, for the benefit of the Administrative Agent and the other Secured Parties, that the Company's Trademark Agreement shall be amended and restated in its entirety to read as follows:

SECTION 1 Grant of Security Interest. To secure the payment in full of all Liabilities, the Company 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 the Company'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 the Company 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.

This Agreement is an amendment and restatement of the terms and provisions of the Company's Trademark Agreement. Nothing contained in this Agreement shall be construed to release, cancel, terminate or otherwise affect adversely all or any part of the security interest in the Trademark Collateral granted under the Company's Trademark Agreement, which security interest has been continued and confirmed by the Company hereunder.

SECTION 2 Security Agreement. This Agreement has been executed and delivered by the Company 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 Liabilities (other than Liabilities in the nature of continuing indemnification obligations) and the termination of all commitments to create Liabilities, the Administrative Agent shall, at the Company's expense, execute and deliver to the Company all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral of the Company that have been granted hereunder.

SECTION 4 Acknowledgment. The Company 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.

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.

AMERISERVE FOOD DISTRIBUTION, INC.

By: 
Name: Kevin J. Rogan
Title: SVP
Address: 15305 Dallas Parkway
Suite 1600
Addison, Texas 75001

**BANK OF AMERICA, NATIONAL
ASSOCIATION, as Administrative Agent**

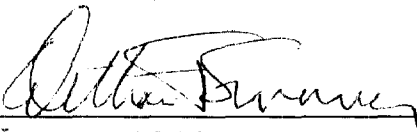
By: _____
Name: _____
Title: _____
Address: 231 South LaSalle Street
Chicago, Illinois 60697

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.

AMERISERVE FOOD DISTRIBUTION, INC.

By: _____
Name: _____
Title: _____
Address: 15305 Dallas Parkway
Suite 1600
Addison, Texas 75001

**BANK OF AMERICA, NATIONAL
ASSOCIATION, as Administrative Agent**

By:  _____
Name: **William F. Sweeney**
Title: **Principal**
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	Sourcelink	1,735,572	November 24, 1992
United States	PFS and Design	2,035,845	February 4, 1997
United States	AmeriServ	1,779,374	June 29, 1993
United States	AmeriServ	1,981,302	June 18, 1996
United States	Interstate Distributors, Inc.	1,516,722	December 13, 1988
United States	Americom	2,177,285	July 28, 1998
United States	Americom	2,184,587	August 25, 1998
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>
United States	Sourcelink-Stylized	75/687,809	April 22, 1999
United States	AmeriServe & Design	75/657,446	March 10, 1999
United States	Serving the World's Favorite Restaurants	75/657,441	March 10, 1999

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.