

RECORDATION FORM
TRADEMARK

03-17-2000



DEPARTMENT OF COMMERCE
Trademark Office

101292089

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

1. Name of conveying party(ies):

ASNSC, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: October 28, 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 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):

A. Trademark Application No.(s)
75/612,306 75/660,613
75/753,835 75/639,348

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: Deborah Schavey Ruff

Internal Address: Mayer, Brown & Platt

Street Address: P.O. Box 2828

City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

- 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)

03/16/2000 BCDATES 00000003 75612306

01 FC:481 40.00 DP
02 FC:482 75.00 DP

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.

Deborah Schavey Ruff
Name of Person Signing
Atty. Docket #98457286 (ZGB)

Deborah Schavey Ruff
Signature

1/28/00
Date

Total number of pages comprising cover sheet: 7

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.

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
		None.	

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
United States	E.C.T.	75/612,306	December 28, 1998
United States	E.C.T. & Design	75/753,835	July 15, 1999
United States	Nation's Choice	75/660,613	March 15, 1999
United States	Nation's Choice & Design	75/639,348	February 9, 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.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 28, 1999, is between ASNASC, Inc., a Delaware corporation ("ASNASC"); and BANK OF AMERICA, NATIONAL 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, AmeriServe Food Distribution, Inc., a Delaware corporation (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, in accordance with the terms of the Credit Agreement, ASNASC 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 ASNASC;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASNASC 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, ASNASC 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 ASNASC'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 ASNCS 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 ASNCS 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 ASNCS's expense, execute and deliver to ASNCS all instruments and other documents as may be necessary or proper to

release the lien on and security interest in the Trademark Collateral of ASNCS that have been granted hereunder.

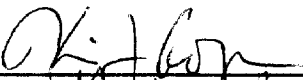
SECTION 4 Acknowledgment. ASNCS hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including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

ASNSC, Inc.

By: 
Name: Kevin J. Kogan
Title: Vice President

Address: One Lincoln Center
Suite 1440
Oakbrook Terrace, Illinois 60181

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

By: _____
Name: _____
Title: _____

Address: 231 South LaSalle Street
Chicago, Illinois 60697

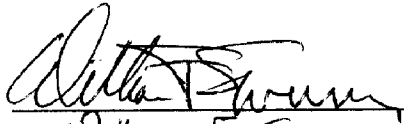
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ASNNSC, Inc.

By: _____
Name: _____
Title: _____

Address: One Lincoln Center
Suite 1440
Oakbrook Terrace, Illinois 60181

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

By:  _____
Name: William F. Sweeney
Title: Principal

Address: 231 South LaSalle Street
Chicago, Illinois 60697