

4-11-01
Tab settings



101672009

To the Honorable Commissioner of Patents an original documents or copy thereof.

1. Name of conveying party(ies):
 Vitality Foodservice, Inc.
 400 N. Tampa St., 17th Floor
 Tampa, FL 33602

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

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

2. Name and address of receiving party(ies)
 Name: Credit Suisse First Boston, as
Collateral Agent
 Internal Address: _____
 Street Address: 11 Madison Avenue
 City: New York State: NY ZIP: 10010

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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

3. Nature of conveyance:
 Assignment Merger
 Amendment to Security Agreement of 10/29/99 Change of Name
 Other _____

Execution Date: December 19, 2000

4. Application number(s) or patent number(s):

A. Trademark Application No.(s) B. Trademark Registration No.(s)

SEE ATTACHED

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Mariee Pilkington
 Internal Address: Room 4443
Cravath, Swaine & Moore

 Street Address: 825 Eighth Avenue

 City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 90E

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

04/11/2001 DBYRNE 00000082 75371117 DO NOT USE THIS SPACE

01 FC:481 40.00 OP
 02 FC:482 50.00 OP

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.

MARIEE PILKINGTON Mariee Pilkington 4/9/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 14

TRADEMARKS

Country: United States

Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
Calabay	10/10/97	75/371,117	N/A	N/A	Allowed	32
Dispenser-Pak	7/23/57	342,252	3/3/59	675,115	Registered	32
Golden Choice	5/3/85	535630	1/7/86	1,377,481	Registered	32

AMENDMENT dated as of December ^{19ⁿ}, 2000, (this "Amendment"), to the U.S. Security Agreement dated as of October 29, 1999 (the "Security Agreement"), among VITALITY HOLDINGS, LLC, ("Holdings"), VITALITY FOODSERVICE, INC., (the "U.S. Borrower"), each subsidiary of the U.S. Borrower listed on Schedule I to the Security Agreement and as defined therein; the Subsidiary Guarantors, Holdings and the U.S. Borrower are referred to collectively herein as the "Grantors") and CREDIT SUISSE FIRST BOSTON, as collateral agent (in such capacity, the "U.S. Collateral Agent") for the Secured Parties (as defined therein).

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Security Agreement was recorded in the United States Patent and Trademark office (1) on Reel 1993, Frame 0556 on December 1, 1999 as to certain trademarks, and (2) on Reel 10395, Frame 0603 on November 22, 1999 as to patents.

D. Pursuant to Sections 4.03 and 4.12 of Security Agreement the Grantors are required, within 10 days after it has been notified by the U.S. Collateral Agent, to advise the U.S. Collateral Agent of any material inaccuracy in the specific identification of any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks. The Grantors have agreed to take such action as necessary in order that all representations and warranties therein shall be true and correct in all material respects with respect to such Collateral. The undersigned Grantors are executing this Amendment in accordance with the requirements of the Security Agreement in order to facilitate the filing of an amendment to the Security Agreement with the Patent and Trademark Office.

Accordingly, the U.S. Collateral Agent and each of the Grantors agree as follows:

SECTION 1. Schedule IV of the Security Agreement is hereby amended (a) to provide corrected trademark registration numbers for two of the trademarks, as set forth in Schedule 1 hereto and (b) to include a trademark not properly recorded by the Patent and Trademark Office but assigned pursuant to the Security Agreement at the time of the original trademark filing, as set forth in Schedule 1 hereto. Schedule V of the Security Agreement is hereby amended to include a patent number not provided to the U.S. Collateral Agent at time of the original patent filing, as set forth in Schedule 2 hereto.

SECTION 2. This Amendment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment shall become effective when the U.S. Collateral Agent shall have received counterparts of this Amendment that, when taken together, bear the signatures of each of the Grantors and the U.S. Collateral Agent. Delivery of an executed signature page to this Amendment by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Amendment.

SECTION 3. Each of the Grantors hereby represents and warrants that the information set forth on Schedules 1 and 2 attached hereto is true and correct.

SECTION 4. Except as expressly amended hereby, the Security Agreement shall remain in full force and effect.

SECTION 5. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Amendment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. The Grantors agree to reimburse the U.S. Collateral Agent for its reasonable out-of-pocket expenses in connection with this Amendment, including the reasonable fees, other charges and disbursements of counsel for the U.S. Collateral Agent.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment to the Security Agreement as of the day and year first above written.

VITALITY FOODSERVICE, INC.

by K.S. Johnson
Name: K.S. Johnson
Title: Treasurer

VITALITY HOLDINGS, LLC

by K.S. Johnson
Name: K.S. Johnson
Title: Treasurer

VITALITY FOODSERVICE CANADA,
INC.

by K.S. Johnson
Name: K.S. Johnson
Title: Treasurer

LHD, INC.

by K.S. Johnson
Name: K.S. Johnson
Title: Treasurer

CREDIT SUISSE FIRST BOSTON, as
Collateral Agent.

by Robert Hetu
Name: **ROBERT HETU**
Title: **DIRECTOR**

by Mark Heron
Name: **MARK HERON**
Title: **ASST. VICE PRESIDENT**

STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK)

On the 16th day of April in the year 2001 before me the undersigned, a Notary Public in and for said State, personally appeared Mark Heron, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2003

(Notarial Seal)

STATE OF NEW YORK)
) : ss.:
COUNTY OF NEW YORK)

On the 6th day of April in the year 2001 before

me the undersigned, a Notary Public in and for said State, personally appeared Robert Hetu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

MARJORIE E. BULL
NOTARY PUBLIC, State Of New York
No. 01BU6055282
Qualified In New York County
Commission Expires February 20, 2003

(Notarial Seal)

STATE OF Florida
:ss.:
COUNTY OF Hillsborough

On the 19 day of December in the year 2000 before me the undersigned, a Notary Public in and for said State, personally appeared Kimberly S. Johnson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne R. Strong
NOTARY PUBLIC

(Notarial Seal)

SUZANNE R. STRONG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC977295
EXPIRES 9/29/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF Florida

:ss.:

COUNTY OF Hillsborough

On the 19 day of December in the year 2000 before me the undersigned, a Notary Public in and for said State, personally appeared Kimberly S. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne R. Strong
NOTARY PUBLIC

(Notarial Seal)

SUZANNE R. STRONG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC977295
EXPIRES 9/29/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF Florida)

: ss.:

COUNTY OF Hillsborough

On the 19 day of December in the year 2000 before me the undersigned, a Notary Public in and for said State, personally appeared Kimberly S. Johnson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne R. Strong
NOTARY PUBLIC

(Notarial Seal)

SUZANNE R. STRONG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC877295
EXPIRES 9/28/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF *Florida*)

: ss.:

COUNTY OF *Hillsborough*

On the 19 day of December in the year 2000 before me the undersigned, a Notary Public in and for said State, personally appeared Kimberly S. Johnson personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne R Strong
NOTARY PUBLIC

(Notarial Seal)

SUZANNE R. STRONG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC977285
EXPIRES 9/29/2003
BONDED THRU ASA 1-888-NOTARY1

STATE OF Florida

:ss.:

COUNTY OF Hillsborough

On the 19 day of December in the year 2000 before me the undersigned, a Notary Public in and for said State, personally appeared Kimberly S. Johnson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Suzanne R. Strong
NOTARY PUBLIC

(Notarial Seal)

SUZANNE R. STRONG
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # CC977295
EXPIRES 9/29/2003
BONDED THRU ASA 1-888-NOTARY1

TRADEMARKS

Country: United States

Trademark	Filing Date	Serial No.	Reg. Date	Reg. No.	Status	Class
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Golden Choice	5/3/85	535630	1/7/86	1,377,481	Registered	32

PATENTS

Patent No.	Issue Date	Country	Title
5,975,164	11/2/99	U.S.	Ball Check Valve Ass.