

05-01-2001

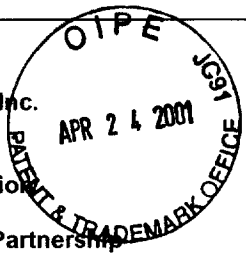


RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101696513

of Patents and Trademarks. Please record the attached original documents or copy thereof.



1. Name of conveying party(ies):

U.S. Foodservice of Illinois, Inc.

- Individual(s) Association
 - General Partnership Limited Partnership
 - Corporation- DELAWARE
 - 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: August 28, 1998

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

Name: RSM Foods, LLC

Internal Address: 707 Skokie Blvd.

Street Address: _____

City: Northbrook State: Illinois ZIP 60062

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation- _____
- Other DELAWARE Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No

(Designation 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)

NONE

B. Trademark Registration No.(s)

0197958	0744154	1135854	1712933	2107756
0516072	0779472	1269923	1716137	
0667835	0876673	1479260	1813085	
0676798	0882732	1576620	1826495	
0741004	0882732	1579298	1845268	

Additional numbers attached? Yes No

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

Name: Victor F. DeFrancis, Esq.

Internal Address: Cooley Godward LLP

Street Address: One Freedom Square
Reston Town Center
11951 Freedom Drive

City: Reston State: VA ZIP 20190-5601

6. Total number of applications and registration involved: 21 (twenty-one)

7. Total fee (37 CFR 3.41): \$ 540.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-3118

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

04/30/2001 TDIAZI 00000173 0197958

DO NOT USE THIS SPACE

01 FC-481 40.00 DP
02 FC-482 300.00 DP

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.

Victor F. DeFrancis

4/24/01
Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK ASSIGNMENT

WHEREAS, U.S. Foodservice of Illinois, Inc. a Delaware corporation (hereinafter "Assignor") owns the trade names, service marks, trademarks, and logos identified in Schedule A (hereinafter referred to as "the Marks"), some of which are registered or pending in the United States Patent and Trademark Office as evidenced by the registration and/or application numbers set forth on Schedule A;

WHEREAS, RSM Foods, LLC, a Delaware limited liability company, (hereinafter "Assignee") in connection with an acquisition of assets of U.S. Foodservice, Inc. and John Sexton & Co. under a certain Acquisition Agreement among U.S. Foodservice, Inc. and John Sexton & Co. and Assignee executed on August 7, 1998 (the "Acquisition Agreement"), Assignee wishes to acquire any and all rights that Assignor may have in and to the Marks and the registrations and/or applications therefor, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks;

NOW, THEREFORE, in consideration of the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to the Marks and any of the registrations and applications therefor, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, excluding the right to recover damages and profits for past infringements thereof.

Assignee may, in its sole discretion, seek federal and/or state registration for any of the Marks, or any portion or variation of the Marks, other than "Rykoff-Sexton" or "Sexton". In addition, Assignee may, in its sole discretion, file with the U.S. Patent & Trademark Office a request for abandonment of any of the Marks.

Assignor agrees to execute and deliver at the reasonable request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to the Marks in the Assignee, to have a consistent chain of recorded title and/or to provide evidence to support any of the foregoing in the event such evidence is deemed reasonably necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

THE MARKS ARE LICENSED "AS IS." NO WARRANTY, REPRESENTATION, CONDITION, UNDERTAKING, RIGHT OR TERM, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RIGHT TO USE OR ASSIGN, OR AS TO THE CONDITION, REGISTRATION, VALIDITY, QUALITY, DURABILITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE OF THE MARKS IS GIVEN OR ASSUMED BY ASSIGNOR OR ITS AGENTS OR SUBSIDIARIES AND ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED AND DISCLAIMED.

This Agreement shall be effective as of the latest date referenced below.

RSM FOODS, LLC:

Christopher Lacovara
(Signature of Authorized Representative)

Christopher Lacovara
(Printed Name of Authorized Representative)

Authorized Representative
(Title)

8/28/98
(Date)

U.S. FOODSERVICE OF ILLINOIS, INC.

David M. Harrison
(Signature of Authorized Representative)

David M. Harrison
(Printed Name of Authorized Representative)

VP
(Title)

8/28/98
(Date)

SCHEDULE A

Mark	Current Owner	Registration Number	Registration Date
Flav-R-Churn			
Flav-R-Churn	U.S. Foodservice of Illinois, Inc.	1,576,620	1/9/90
Flav-R-Mate			
Flav-R-Mate	U.S. Foodservice of Illinois, Inc.	2,107,756	10/21/97
Fry-well			
Fry-well	U.S. Foodservice of Illinois, Inc.	1,716,137	9/15/92
Golden Rey			
Golden Rey	U.S. Foodservice of Illinois, Inc.	779,472	11/3/64
	U.S. Foodservice of Illinois, Inc.	667,835	9/30/58
	U.S. Foodservice of Illinois, Inc.	676,798	4/7/59
	U.S. Foodservice of Illinois, Inc.	197,958	4/28/95
Kettle-rich			
Kettle-rich	U.S. Foodservice of Illinois, Inc.	916,414	7/13/71
La Scala			
Maxim			
Maxim	U.S. Foodservice of Illinois, Inc.	1,269,923	1/29/81
Nature's Beginnings			
Nature's Beginnings	U.S. Foodservice of Illinois, Inc.	1,813,085	12/21/93
Old Fashioned Country			
Premium Pak Lite			
Premium Pak			
Rite and Brite			
Rite and Brite	U.S. Foodservice of Illinois, Inc.	1,712,933	9/8/92
	U.S. Foodservice of Illinois, Inc.	1,479,260	3/8/88
Sav-R-Churn			

Sav-R-Churn	U.S. Foodservice of Illinois, Inc.	1,826,495	6/4/93
Sirloin Club			
Sirloin Club Sauce	U.S. Foodservice of Illinois, Inc.	1,845,268	7/12/94
Trail Blazer			
Sexton Trail Blazer	U.S. Foodservice of Illinois, Inc.	1,579,298	1/23/90
Trail Boss			
Trail Boss	U.S. Foodservice of Illinois, Inc.	1,135,854	5/20/80
Trash-master			
Trash-master	U.S. Foodservice of Illinois, Inc..	882,732	12/23/69
101			
101	U.S. Foodservice of Illinois, Inc.	876,673	9/9/69
Carolina Gold			
Czarina			
Czarina	U.S. Foodservice of Illinois, Inc.	741,004	11/20/62
Invinso			
Invinso	U.S. Foodservice of Illinois, Inc.	516,072	10/4/49
Oahu			
Oahu	U.S. Foodservice of Illinois, Inc.	744,154	1/22/63

Doc #: 71497; V. 4